Pelham School Board Meeting Agenda

March 5, 2025
Meeting - 6:30 pm
PES Library

AGENDA

I. PUBLIC HEARING

The Pelham School Board will hold a public hearing in accordance with NH RSA 198:20-b for the purpose of receiving Emergency Connectivity Funds (ECF) grant revenue in the amount of $63,673.78.

Note: RSA 198:20-b, III requires a public hearing to accept and expend unanticipated funds in the amount of $20,000 or more. A notice of the time, place, and subject matter of the public hearing must be published in a newspaper of general circulation at least 7 days before the public hearing. For the acceptance of multiple funds, the District can publish one notice listing the public hearings to accept each of the funds.

II. PUBLIC SESSION

A. Opening/Call to Order

1. Call to Order
2. Pledge of Allegiance
3. Public Input/Comment - The Board encourages public participation. Our approach is based on Policy BEDH which includes these guidelines:
    a) Please stay within the allotted three minutes per person;
    b) Please give your name, address, and the group, if any, that is represented;
    c) We welcome comments on our school operations and programs. In public session, however, the Board will not hear personal complaints of school personnel nor complaints against any person connected with the school system;
    d) We appreciate that speakers will conduct themselves in a civil manner.
4. Opening Remarks : Superintendent and Student Representative

B. Presentations

C. Main Issues

1. Donation of Wrestling Mats to Pelham Memorial
    a) Explanation: The Pelham Memorial School Wrestling Team has raised $9,257 to go towards a replacement wrestling mat. Coach Mike Comtois will present this donation for the School Board to accept.
    b) Materials:

(1) Memo
(2) Policy KCD for reference

2. Solar Project
    a) Explanation: The final contracts with Kearsarge Energy have been completed for the project to put solar panels on the roofs of all three schools. The contracts have been reviewed by our attorney, our energy consultant, our business administrator, and our Board Chair. We are seeking Board approval for these contracts.
    b) Materials:
        (1) Solar Analysis spreadsheet
        (2) Purchase Agreement PES/PMS
        (3) Site Lease PES/PMS
        (4) Purchase Agreement PHS
        (5) Site Lease PHS

3. Cell Phones at PHS
    a) Explanation: Superintendent McGee will share with the School Board some initial information about the current approach to students with notification-enabled devices (i.e. cell phones, smartwatches, earbuds, etc) at PHS.
    b) Materials
        (1) Memo

4. Daily Schedule at PHS
    a) Explanation: The Pelham School Board has requested information regarding the scheduling options for Pelham High School.
    b) Materials
        (1) Memo

5. Acceptance of Unanticipated Revenue
    a) Explanation: Business Administrator Deb Mahoney will ask the Board to accept the unanticipated revenue presented in the public hearing at the start of the meeting.
    b) Materials:
        (1) Memo

6. March 11 Voting Day
    a) Explanation: The School Board can address any final topics regarding the upcoming voting day.
    b) Materials:
        (1) 2025 FINAL Voting Guide

3. Policy Review
    a) Explanation: The Policy Committee is presenting the following policy changes for consideration.
    b) Materials:
        (1) First Reading

(a) ACAC - Title IX Prohibition of Sex Discrimination and Sex-Based Harassment Policy and Grievance Procedure (2024 current version)
(b) ACAC - 2020 version
(c) GBAM - Accommodation of Pregnancy and Related Medical Conditions: Personnel
(d) IHBCA - Accommodation of Pregnancy and Related Medical Conditions: Students

(2) Second Reading - none

D. Board Member Reports

E. Consent Agenda

1. Adoption of Minutes
   a) 2025.02.19 Draft School Board Minutes
   b) 2025.02.19 Draft Non Public Minutes
2. Vendor and Payroll Manifests
   a) 568 $651,402.24
   b) PAY568P $319,550.93
   c) AP030525 $614,293.50
3. Correspondence and Information
4. Enrollment Report
   a) March 1, 2025 Enrollment Report
5. Staffing Updates
   a) Leaves
   b) Resignations
   c) Retirements
   d) Nominations

F. Future Agenda Planning

G. Future Meetings

1.	March 11, 2025	School District Vote	7AM to 8PM
2.	March 19, 2025	PES Media Center	6:30PM

H. Non Public Session 91-A:3 (II)

1. Personnel Matter (c)

<u>Rules for a non public session 91-A:3 (II)</u>*

II. Only the following matters shall be considered or acted upon in nonpublic session:
(a) The <u>dismissal, promotion, or compensation</u> of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected

(1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

(b) The hiring of any person as a public employee.

(c) Matters which, if discussed in public, would likely adversely affect the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

(e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.

(f) [Repealed.]

(g) Consideration of security-related issues bearing on the immediate safety of security personnel or inmates at the county or state correctional facilities by county correctional superintendents or the commissioner of the department of corrections, or their designees.

(h) Consideration of applications by the business finance authority under RSA 162-A:7-10 and 162-A:13, where consideration of an application in public session would cause harm to the applicant or would inhibit full discussion of the application.

(i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

(j) Consideration of confidential, commercial, or financial information that is exempt from public disclosure under RSA 91-A:5, IV in an adjudicative proceeding pursuant to RSA 541 or RSA 541-A.

(k) Consideration by a school board of entering into a student or pupil tuition contract authorized by RSA 194 or RSA 195-A, which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general public or the school district that is considering a contract, including any meeting between the school boards, or committees thereof, involved in the negotiations. A contract negotiated by a school board shall be made public prior to its consideration for approval by a school district, together with minutes of all meetings held in nonpublic session, any proposals or records related to the contract, and any proposal or records involving a school district that did not become a party to the contract, shall be made public. Approval of a contract by a school district shall occur only at a meeting open to the public at which, or after which, the public has had an opportunity to participate.

(l) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even where legal counsel is not present.

(m) Consideration of whether to disclose minutes of a nonpublic session due to a change in circumstances under paragraph III. However, any vote on whether to disclose minutes shall take place in public session.

*Updated on 01/27/2023

Eric "Chip" McGee, Ed.D.
Superintendent

Sarah Marandos, Ed.D.
Assistant Superintendent

Deb Mahoney
Business Administrator

Toni Barkdoll
Director of Human Resources

Keith Lord
Director of Technology

59A Marsh Road
Pelham, NH 03076

T:(603)-635-1145
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Kimberly Noyes
Director of Student Services

Date: March 5, 2025

Agenda Item: Donation of Wrestling Mats to Pelham Memorial

Presented By: Chip McGee

Action:

- ☐ Presentation
- ☐ Information
- ☑ Decision

Background:

The Pelham Memorial School Wrestling Team has raised $9,257 to go towards a replacement wrestling mat. Coach Mike Comtois will present this donation for the School Board to accept.

The team raised $9,071, though 20% of that to the fundraising company, which leaves $7,257. The team also was given $2,000 from NHWAY for a total of $9,257. The mat is quoted at $13,641. That means the district would have to provide $4,384 to make up the difference.

Fiscal Implications:

Pelham Memorial School will need to identify $4,384 in other purchases to make up this difference. This purchase will also provide a long term cost avoidance.

Recommendation:

I make a motion to accept a donation of $9,257 to go towards a replacement wrestling mat at Pelham Memorial School.

PELHAM SCHOOL DISTRICT POLICY
KCD – PUBLIC GIFTS/DONATIONS

Category: Recommended

Gifts from organizations, community groups and/or individuals, which will benefit the District, are welcomed and appreciated. A gift shall be defined as money, real or personal property, or personal services provided without financial consideration.

Individuals or groups contemplating presenting a gift to a school or the District shall be encouraged to discuss in advance with the building principal or the Superintendent what gifts are appropriate and needed.

The Board reserves the right to refuse to accept any gift that does not contribute toward the achievement of the goals of the District or the ownership of which would tend to deplete the resources of the District. In determining whether a gift will be accepted, consideration shall be given to district policies, school district goals and objectives (with particular emphasis on the goal of providing equal educational opportunities to all students) and adherence to basic principles outlined in the regulation that accompanies this policy.

Gifts of a value of $1,000 or less will be accepted by the authority of the appropriate principal, director, or program manager. Gifts of a value in excess of $1,000 but less than $2,500 will be accepted by the authority of the Superintendent or designee, and contributions of a value in excess of $2,500 will be presented to and acted on by the School Board. Pursuant to RSA 198:20-b, III, gifts in the amount of $20,000 or more shall require the Board to hold a public hearing regarding any action to be taken with the gift. For gifts of more than $2,500 and less than $20,000, the Board will post notice of the gift in the agenda of the next regularly scheduled Board meeting and will include notice in the minutes of the meeting in which the gift is discussed. The acceptance of all gifts exceeding $2,500 will be made in public session.

Any gift accepted shall become the property of the District, may not be returned without the approval of the Board, and is subject to the same controls and regulations as are other properties of the District. The Board shall be responsible for the maintenance of any gift it accepts.

At the time of acceptance of the gift, there will be a definite understanding with regard to the use of the gift, including whether it is intended for the use of one particular school or all schools in the District. The Board will make every effort to honor the intent of the donor in its use of the gift, but reserves the right to utilize any gift it accepts in the best interest of the educational program of the District. In no case shall acceptance of a gift be considered to be an endorsement by the Board of a commercial product,business enterprise, or institution of learning. The Superintendent will acknowledge all gifts accepted by the Board. Acknowledgement may be displayed on District property in a manner that is noticeable but not intended as a focal point due to placement or volume. Placement in classrooms must be discrete so as not to distract from student learning.

It is the responsibility of the Superintendent or designee to process the appropriate forms to update inventory and to notify the donor of acceptance or rejection of a gift.

Voluntary contributions by District employees of supplies or other minor items of personal property to be used in classrooms or school programs with an aggregate value over the school year of less than $500 are permitted without further approval or documentation. Receipt of voluntary

contributions being made by District employees with a value of $1,000 or more must be approved as required in this policy for gifts from individuals not employed by the District. Active solicitation of gifts to be received by the District, including by any school, classroom, or program in the District, must be approved in advance by the Superintendent where the value of the gift sought is more than $1,000 and less than $2,500, and by the Board where the value of the gift sought is $2,500 or greater.

District Policy History:

Adopted: November 4, 2015
Revised: July 13, 2022
Revised: October 19, 2022
Revised: December 6, 2023

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SOLAR PHOTOVOLTAIC PROJECTS
25-YEAR SUMMARY ANALYSIS

SUMMARY TECHNICAL PROPOSALS - UPDATED 12-26-2024			
OPTIMIZED PROJECT	**Pelham Elementary**	**Pelham Memorial**	**Pelham High School**
Project Size kW DC	448.00	540.00	1,050.00
Project Size kW AC	300.00	360.00	700.00
Estimated Annual Building Usage (kWh)	743,700	880,000	1,449,800
Estimated First Year Generation Post Impact Study (kWh)	491,174	520,003	1,152,221
Revised Estimated First Year Generation (kWh)	574,706	670,430	1,195,800
kWh/kW Power	1,283	1,242	1,139
Estimated % Solar Consumed by Building	99.5%	98.6%	98.7%
Estimated % Solar Exported to Liberty	0.5%	1.4%	1.3%
Estimated Base Liberty Interconnection Cost	$43,500	$44,700	$113,250
Revised Liberty Interconnection Cost Post Impact Study	$0	$0	$385,640
Estimated Base Liberty Interconnection Cost + $100K	$0	$0	$485,640
Estimated Base Liberty Interconnection Cost + $200K	$0	$0	$585,640
SUMMARY UNIT OFFERINGS			
Estimated Avoided Cost (Excl. Demand and Customer Charges)	$0.1380	$0.1405	$0.1380
Revised Power Purchase Rate Post Liberty Impact Study	$0.1330	$0.1330	$0.1330
Revised Power Purchase Rate with $100,000 Add'l Cost	$0.1370	$0.1370	$0.1370
Revised Power Purchase Rate with $200,000 Add'l Cost	$0.140	$0.140	$0.140
Power Purchase Rate Annual Escalator (%)	0.5%	0.5%	0.5%

FINANCIAL COST/BENEFIT SUMMARY OVER 25 YEARS					
TOTAL REVENUE/BENEFITS	**Pelham Elementary**	**Pelham Memorial**	**Pelham High School**	**TOTAL**	**AVE. ANNUAL**
Revised Benefits Post Impact Study	$2,116,360	$2,486,263	$4,365,918	$8,968,541	$358,742
Revised Benefits with $100,000 Add'l Cost	$2,116,360	$2,486,263	$4,365,918	$8,968,541	$358,742
Revised Benefits with $200,000 Add'l Cost	$2,116,360	$2,486,263	$4,365,918	$8,968,541	$358,742
TOTAL POWER PURCHASE COSTS	**Pelham Elementary**	**Pelham Memorial**	**Pelham High School**	**TOTAL**	**AVE. ANNUAL**
Revised PPA Costs Post Impact Study	$1,910,323	$2,228,512	$3,974,844	$8,113,679	$324,547
Revised PPA Costs with $100,000 Add'l Cost	$1,967,777	$2,295,535	$4,094,388	$8,357,699	$334,308
Revised PPA Costs with $200,000 Add'l Cost	$2,010,867	$2,345,802	$4,184,046	$8,540,715	$341,629
NET BENEFITS/SAVINGS	**Pelham Elementary**	**Pelham Memorial**	**Pelham High School**	**TOTAL**	**AVE. ANNUAL**
Revised Net Benefits Post Impact Study	$206,037	$257,752	$391,074	$854,862	$34,194
Revised Net Benefits with $100,000 Add'l Cost	$148,583	$190,729	$271,530	$610,842	$24,434
Revised Net Benefits with $200,000 Add'l Cost	$105,493	$140,462	$181,872	$427,827	$17,113

Notes:

(1). Revenues/Benefits include Avoided Cost savings, Annual Lease Payment of $1 per location and Property Tax offered.

(2). Avoided Cost savings does not assume any customer charge savings, and includes an estimated 10% demand charge savings due to tariff calculation limitations.

(3). Estimated annual consumption was updated in September budget support to reflect actual usage. Memorial actual annual usage estimated at 880,000 kWh per year.

(4). Solar generated and exported to Liberty is compensated at $0, as the District is served by a competitive supplier.

GENERAL TERMS AND CONDITIONS OF

ENERGY CREDIT PURCHASE AGREEMENT

These General Terms and Conditions of Energy Credit Purchase Agreement (the "General Conditions") are dated as of __ day of March 2025 and are between Kearsarge Pelham LLC, a Massachusetts limited liability company ("Provider") and Pelham School District, New Hampshire, a municipal corporation ("Buyer"), as evidenced by their respective signatures on the last page of this document. Provider and Buyer may be referred to herein individually as a "Party" and collectively as the "Parties".

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means these General Conditions (including the Exhibits attached hereto) and the Special Conditions (including the Schedules and Exhibits thereto).

"Anticipated Commercial Operation Date" has the meaning set forth on Schedule 1 of the Special Conditions.

"Anticipated Construction Start Date" has the meaning set forth on Schedule 1 of the Special Conditions.

"Applicable Law" means, with respect to any Person, this Agreement, the Electricity, the System, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 11.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has: (A) applied for or consented to the appointment of, or been made subject to, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding up, or the composition or readjustment of its debts, or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued

undefended, or any order, judgment or decree approving or ordering any of the foregoing shall have been entered and continue unstayed and in effect for a period of sixty (60) days.

"Billing Cycle" means the monthly billing cycle established by the LDC with respect to the Interconnection Customer.

"Business Day" means any day other than Saturday, Sunday or a New Hampshire legal holiday.

"Buyer" has the meaning set forth in the preamble to these General Conditions.

"Buyer Default" has the meaning set forth in Section 9.2(a).

"Commercial Operation" has the meaning set forth in Section 3.3.

"Commercial Operation Date" is the date specified in the notice delivered by Provider to Buyer pursuant to Section 3.3.

"Competitive Supplier" means a third-party competitive energy supplier that is not the LDC.

"Confidential Information" has the meaning set forth in Section 13.1.

"Covenants, Conditions and Restrictions" or "CCRs" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Delivery Point" means the Interconnection Customer Metering Device.

"Effective Date" has the meaning set forth in the Special Conditions.

"Electricity" means the actual and verifiable amount of electricity (AC) generated by the System and delivered to Buyer at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Metering Device and that conforms to Applicable Legal Requirements. Electricity shall not include any electricity consumed by the System.

"Electricity Price" means the price for Electricity set forth on Schedule 2 of the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) financial based incentives under any federal or state initiatives, (ii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iii) Renewable Energy Certificates, or any similar credits under the laws of the State of New Hampshire or any other jurisdiction, (iv) tax credits, incentives or depreciation allowances established under any federal or State law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Electricity generated by the System during the Term and in which Provider has good and valid title. "Environmental Attributes" do not include any attribute, credit, allowance, entitlement, product or other benefit that inures solely to Buyer only because Buyer is a municipality.

"Environmental Incentives" means any credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the LDC, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority; provided that Environmental Incentives shall not include any of the above that, by their terms, are only available to Buyer because Buyer is a municipality.

"Estimated Annual Production" has the meaning set forth in Section 4.2.

"Financing Party" means, as applicable, (i) any institutional lender or investor (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any institutional lender or investor (or its agent) that has made or will make a loan to or otherwise provide debt or equity financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 8.1.

"General Conditions" has the meaning set forth in the preamble to these General Terms and Conditions of Energy Credit Purchase Agreement.

"Good Industry Practice" means the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the solar generation industry in the operation and maintenance of equipment similar in size and technology) that, at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, regulation, reliability, safety, environmental protection, economy and expedition.

"Governmental Approval" means any approval, consent, franchise, permit, agreement, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority. Governmental Approval includes any required land use approvals.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, or any department, commission, agency, board, bureau, or other administrative, regulatory or judicial body of any such government. "Governmental Authority" shall also include any independent electric system operator.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, ad valorem, real property, personal property, sales, use, generation, privilege, occupation, consumption, excise, transaction, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, fines, penalties, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Premises, the System, Electricity and/or this Agreement.

"Guaranteed Annual Electricity Output" has the meaning set forth in Section 4.2.

"Indemnified Parties" has the meaning set forth in Section 14.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

"Interconnection Agreement" shall mean the single Interconnection Service Agreement entered into by the Provider with the LDC which authorizes the interconnection of the behind the meter System with the local distribution systems of LDC.

"Interconnection Customer" is as defined in the Tariff, defined below, and who, under this Agreement, shall be the Buyer.

"Knowledge" means (a) actual knowledge and (b) knowledge that should have been possessed by the individual consistent with Good Industry Practice but for such individual's negligence, recklessness or willful misconduct.

"LDC" means the regulated electric local distribution company that provides electric distribution and interconnection services to the System at the Premises and providing electric distribution services to Buyer.

"LDC System" means the electric distribution system operated and maintained by the LDC.

"Lease" means the Solar (PV) Electric Generating Facility Site Lease between the Parties dated on or about the date hereof.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, interest, fines, fees, penalties, reasonable costs and expenses (including all reasonable attorneys' fees and other costs and expenses incurred in defending any such claims or threatened claims or other matters or in asserting or enforcing any indemnity obligation).

"Metering Device(s)" means any and all utility revenue-grade quality meters, meter mounting equipment, and/or data acquisition equipment installed by Provider or the LDC at Provider's expense, in accordance with the Tariff for the registration, recording, and transmission of information regarding the amount of Electricity generated by the System and delivered to the LDC System.

"Monthly System Output" has the meaning set forth in Section 4.3.

"Net Energy Metering" shall have the meaning set forth in RSA 362-A:1-a, III-a and NHPUC 902.23, the New Hampshire net metering regulations, NHPUC 900, orders issued by the Public Utilities Commission relating to Net Metering, including but not limit to Order No. 26029, and the Tariff as defined below, each as may be amended.

"New Hampshire Public Utilities Commission" ("NHPUC") has general jurisdiction over electric, telecommunications, natural gas, water, and sewer utilities as defined in RSA 362:2 for issues such as rates, quality of service, finance, accounting, and safety.

"Operations Year" means each 12-month period beginning on the Commercial Operation Date and each anniversary thereof.

"Party" and "Parties" have the meanings set forth in the preamble to these General Conditions.

"Payment" has the meaning set forth in Section 4.3(b).

"Person" means an individual, general or limited partnership, corporation, municipal corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity, a Governmental Authority or any other entity of whatever nature.

"Premises" means the premises described in Schedule 1 of the Special Conditions.

"Production Shortfall" means the amount, expressed in kWh, by which the Estimated Annual Production in any Operations Year is less than the Guaranteed Annual Electricity Output for that Operations Year.

"Provider" has the meaning set forth in the preamble to these General Conditions.

"Provider Default" has the meaning set forth in Section 9.1(a).

"Renewable Energy Certificates" has the meaning set forth in RSA Chapter 362-F:6 of the New Hampshire Statutes in accordance with the Renewable Energy Portfolio Standard.

"Renewable Energy Portfolio Standard" has the meaning set forth in RSA Chapter 362-F:3.

"Representatives" has the meaning set forth in Section 13.1.

"Special Conditions" means the applicable Special Terms and Conditions of Energy Credit Purchase Agreement entered into by Provider and Buyer that references and incorporates these General Conditions.

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus one and one half percent (1.5%) and (b) the maximum rate allowed by Applicable Law.

"System" means each solar photovoltaic electric generating facility, including but not limited to the System Assets, that produces the Electricity sold and purchased under this Agreement.

"System Assets" means each and all of the assets of which the System is comprised, including Provider's solar energy panels, mounting systems, tracking devices, inverters, integrators and other related equipment and components installed on the Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, Metering Devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

"System Loss" means loss, theft, damage or destruction of the System or any portion thereof, or any other occurrence or event that prevents or materially limits the System from operating in whole or in significant part, resulting from or arising out of casualty, condemnation or Force Majeure.

"Tariff" means the tariffs of the LDC as approved by the NHPUC, including, but not limited to, the interconnection tariff and alternative net metering tariff.

"Term" has the meaning set forth in Section 2.1.

"Termination Payment" has the meaning set forth in the Lease.

"Termination Payment Schedule" has the meaning set forth in the Lease.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and

"without limitation by specification". The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement (the "Term") shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operation Date of the System, unless and until terminated earlier or extended pursuant to the provisions of the Agreement. Provider shall have the option, to extend the Term for one (1) period of five (5) years by mutual agreement of the Parties. Notwithstanding anything to the contrary in this ECPA, the termination of the ECPA shall result in the automatic and simultaneous termination of the Lease, unless the Buyer agrees otherwise in writing, in its sole discretion and on such terms as the Buyer and Provider may agree.

2.2 Buyer Right to Terminate the Agreement Prior to Anticipated Construction Start Date.

(a) Buyer, upon thirty (30) days' notice to Provider, may terminate this Agreement with no liability whatsoever if Provider fails to commence construction by May 1, 2025 unless such delay is caused by any Governmental Authority having jurisdiction, the LDC or Force Majeure Event, and provided that any such termination notice shall be null and void and this Agreement shall not terminate if Provider commences construction by the end of the thirty (30) day notice period.

2.3 Provider Right to Terminate the Agreement. Provider, upon thirty (30) days' notice to Buyer, may terminate this Agreement with no liability whatsoever if Provider:

(a) fails to obtain all permits, approvals, Governmental Approval in accordance with Applicable Law for the construction and operation of the System; and

(b) determines in its sole discretion at any time prior to the Anticipated Construction Start Date that development of the System is no longer feasible.

2.4 Buyer shall use best efforts to budget and appropriate the necessary funds to pay Provider per this Agreement. In the event no funds or insufficient funds are appropriated and budgeted for the Agreement as determined by Buyer's governing body in accordance with New Hampshire law, Buyer, shall not less than sixty (60) calendar days prior to the end of the fiscal period for which appropriations have been appropriated, notify Provider in writing of such occurrence. Buyer shall not exercise this nonappropriation clause for its convenience or to circumvent the requirements of this Agreement. This Agreement shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Buyer of any kind, except as to the portions of the Agreement for which funds have been appropriated and budgeted or are otherwise available, and except for any of Buyer's other obligations under the Agreement accruing or arising prior to such termination.

3. SYSTEM OPERATIONS.

3.1 Provider as Owner and Operator. The System will be owned by Provider and will be operated and maintained and, as necessary, repaired and removed by Provider at its sole cost and expense, consistent with Good Industry Practice.

3.2 Metering. Electricity generated by the System and delivered to Buyer will be measured by the Metering Device.

3.3 Commercial Operation. "Commercial Operation" shall occur when the System has been approved for full and continuous interconnected operation by the LDC. Provider shall send Buyer written notice of the Commercial Operation Date.

3.4 Compliance with Tariff. As of the Commercial Operation Date, Provider hereby represents and warrants that it holds the necessary site control, non-discretionary permits and approvals, rights with the LDC under the Interconnection Agreement and other rights required to apply for and receive Electricity on Buyer's LDC account.

3.5 Insurance, decommissioning/removal are provided in the Lease and incorporated herein.

4. PURCHASE AND SALE OF ELECTRICITY; TITLE.

4.1 Purchase and Sale Requirement. Provider agrees to sell to Buyer and Buyer agrees to purchase from Provider all of the Electricity generated by the System and used at the Premises and/or delivered to the LDC during the Term.

4.2 Guaranteed Annual Electricity Output. The average annual amount of Electricity delivered to the Delivery Point, calculated on a rolling three (3) year basis for each prior Operations Year ("Estimated Annual Production") is set forth on Schedule 4 of the Special Conditions, which is subject to an annual System degradation factor of one-half percent (.5%). The "Guaranteed Annual Electricity Output" of the System mean eighty percent (80%) of the Estimated Annual Production, after adjustment for factors beyond the Provider's control, including, but not limited to, LDC and/or Buyer caused downtime, Force Majeure Events or System Loss during an Operations Year. In the event of a Production Shortfall, Provider shall provide Buyer a billing credit for the difference in savings that Buyer would have realized but for the Production Shortfall, meaning to make the Buyer whole.

4.3 Price and Payment.

(a) Electricity Price. The Electricity Price shall be calculated as specified on Schedule 2 of the Special Conditions.

(b) Payment. Buyer shall pay to Provider a monthly payment (the "Payment") with respect to each monthly Billing Cycle of the Term equal to the product of (x) the Monthly System Output, times (y) the Electricity Price. The Monthly System Output shall mean the amount of kWh (AC) generated by the System for a Billing Cycle as measured by the Provider installed Metering Device as Electricity.

(c) Invoice. After the Commercial Operation Date, Provider shall invoice Buyer monthly for the Payment. The final invoice shall be for Electricity attributable to System production only through the last day of the Term.

(d) Time of Payment. Except with respect to amounts disputed pursuant to Section 4.3(f), Buyer shall pay all amounts due hereunder within thirty (30) days after Buyer's receipt of the applicable invoice.

(e) Method of Payment. Buyer shall make all payments under the Agreement by check or electronic funds transfer in immediately available funds to the account designated by Provider from time

to time. All payments that are not paid when due (other than payments that Buyer has disputed pursuant to Section 4.3(f)) shall bear interest accruing from the date due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 4.3(g) below, all payments made hereunder shall be non-refundable, made free and clear of any tax, levy, assessment, duties or other charges, and not subject to reduction, withholding, set-off, or adjustment of any kind.

(f) Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Buyer shall not be deemed in default under the Agreement with respect to the disputed amount and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. Buyer shall not be required to pay any amount disputed in good faith. If an amount disputed by Buyer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date due under such invoice until the date paid. If an amount paid by Buyer is subject to dispute and it is later determined that Buyer was not required to pay such amount, that amount shall accrue interest at the Stated Rate from the date paid and shall be returned to Buyer unless Buyer in writing authorizes Provider to retain that amount plus such interest as a credit against future amounts due under this Agreement.

(g) Intentionally blank

4.4 Environmental Attributes and Environmental Incentives. Buyer's purchase of Electricity does not include Environmental Attributes or Environmental Incentives. Buyer disclaims any right to Environmental Attributes or Environmental Incentives and shall, at the request of Provider, at no out of pocket cost to Buyer, execute any document or agreement reasonably necessary to confirm the intent of this Section 4.4.

4.5 Title to System. Throughout the duration of the Agreement, Buyer shall not dispute that Provider or Provider's Financing Party is the legal and beneficial owner of the System at all times, and that the System is the personal property of Provider or Provider's Financing Party.

5. GENERAL COVENANTS.

5.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall promptly notify Buyer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to materially adversely affect the System or its output.

(b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate in conformance with Good Industry Practice at all times.

(c) Governmental Approval. Provider shall obtain and maintain and secure at its sole cost all Governmental Approval required for the construction and operation of the System and to enable Provider to perform its obligations under this Agreement.

(d) Applicable Law. Provider shall comply in all material respects with all Applicable Law relating to the construction, operation and removal of the System. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria as are consistent with Good Industry Practice for photovoltaic solar system integrators in the United States.

5.2 Buyer's Covenants. Buyer covenants and agrees as follows:

(a) Buyer shall provide to Provider such documentation (including billing statements from the LDC), as it may have or can reasonably obtain and as may be reasonably needed in order for Provider to perform its obligations under this Agreement.

(b) NHPUC Program Matters. Buyer shall comply with any requirements specified on Schedule 6 of the Special Conditions that are necessary for the System to meet and maintain eligibility under the Tariff. Buyer agrees, at no out of pocket cost, to supply any information and complete any form that may be required to verify eligibility of the System to be eligible for Net Energy Metering under the Tariff, or as Provider may otherwise reasonably request to the extent reasonably necessary to perform its obligations under this Agreement.

(c) that there are no Covenants, Conditions and Restrictions affecting the Premises that would impact the System.

6. REPRESENTATIONS & WARRANTIES.

6.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or municipal or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its Knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Law.

6.2 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 5.1, AND THIS SECTION 6, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO BUYER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO BUYER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE

INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

7. TAXES AND GOVERNMENTAL CHARGES.

7.1 Provider shall be responsible for all income, gross receipts, ad valorem, or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership or operation of the System, including any tax on electric generation or electric generation equipment. Provider shall not be obligated for any taxes payable by or assessed against Buyer based on or related to Buyer's overall income or revenues.

8. FORCE MAJEURE.

8.1 Definition of Force Majeure Event. "Force Majeure Event" means any act or event that is beyond the reasonable control, and not the result of the fault or negligence, including from lack of Knowledge, of the affected Party, and which such Party has been unable to overcome with the exercise of due diligence. Subject to the foregoing conditions, "Force Majeure Event" shall include, without limitation, the following acts or events: (i) natural disaster, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes, including casualty unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement) and (v) acts, failures to act or orders of any kind of any Governmental Authority acting in their regulatory or judicial capacity. A Force Majeure Event shall not be based on the economic hardship of either Party or the Buyer's ability to procure Electricity at a greater economic value than set out in this Agreement.

8.2 Excused Performance; Tolling.

(a) Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 8 shall as soon as practicable (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of the Force Majeure Event, and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. Notwithstanding the foregoing, Buyer shall not be excused from making any payments for Electricity delivered to Buyer.

(b) If a Force Majeure Event occurs prior to the Commercial Operation Date, all milestone dates (*e.g.*, Anticipated Construction Start Date, Anticipated Commercial Operation Date), timeline-based deadlines, or similar requirements shall be tolled from the date of the notice of the Force Majeure Event until the date of the notice of the termination of the Force Majeure Event or, if earlier, six (6) months from the notice of the Force Majeure Event.

8.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected a Party's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then either Party shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the other Party, provided that the terminating Party shall have the right to withdraw such termination notice in the event that the Force Majeure Event ceases prior to the expiration of such ninety (90) day period.

9. DEFAULT.

9.1 Provider Defaults and Buyer Remedies.

(a) Provider Defaults. Subject to the provisions of Exhibit A, the following events shall be defaults with respect to Provider (each, a "Provider Default"):

(i) a Bankruptcy Event shall have occurred with respect to Provider;

(ii) Provider fails to pay Buyer any amount owed under the Agreement (other than amounts disputed in good faith) within fifteen (15) days from receipt of notice from Buyer of such past due amount; or

(iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Buyer's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and diligently pursue a cure within such thirty (30) day period if a longer cure period is needed; provided, however, that Provider shall not be entitled to a cure period in excess of ninety (90) days in total.

(b) Buyer's Remedies. If a Provider Default has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 10 and the provisions of Exhibit A, Buyer may terminate the Agreement (without the payment of any Termination Payment) and the Lease and exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Buyer shall use reasonable efforts to mitigate its damages.

9.2 Buyer Defaults and Provider's Remedies.

(a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):

(i) a Bankruptcy Event shall have occurred with respect to Buyer;

(ii) Buyer fails to pay Provider any amount due Provider under the Agreement (other than amounts disputed in good faith pursuant to Section 4.3(f)) within fifteen (15) days from receipt of notice from Provider of such past due amount; or

(iii) Buyer breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Buyer fails to so cure, or (B) Buyer fails to commence and diligently pursue said cure within such thirty (30) day period if a longer cure period is needed; provided, however, that Buyer shall not be entitled to a cure period in excess of ninety (90) days in total.

(b) Provider's Remedies. If a Buyer Default has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 10, Provider may terminate this

Agreement and the Lease and upon such termination, Buyer shall pay to Provider the Termination Payment which corresponds to the Operations Year in which this Agreement is terminated as set forth on the Termination Payment Schedule attached to the Lease as Exhibit E as Provider's sole remedy.

10. LIMITATIONS OF LIABILITY.

Neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with the Agreement.

11. ASSIGNMENT.

11.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Buyer, Provider may (i) assign this Agreement to an Affiliate, (ii) assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction), or (iii) assign this Agreement to a party that acquires ownership of the System or the development rights thereto and which party shall have at least the same or greater financial and technical capabilities to perform Provider's obligations under this Agreement. In the event that Provider identifies such secured Financing Party on Schedule 5 of the Special Conditions, or in a subsequent notice to Buyer, then Buyer shall comply with the provisions set forth in Exhibit A to these General Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 11.1. Any assignment by Provider without any required prior written consent of Buyer shall not release Provider of its obligations hereunder.

11.2. Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party on Schedule 5 of the Special Conditions, or in a subsequent notice to Buyer, then Buyer hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 11.1 of the Agreement;

(b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in this Agreement but not in derogation of any right of Buyer under this Agreement, but in all cases, the rights of a Financing Party shall not exceed the rights of the Provider hereunder; and

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing, provided that Buyer's "characterization" is limited to Buyer's agreement not to assert that the System is other than personal property of the Provider.

Any Financing Party shall be an intended third-party beneficiary of this Section 11.2.

11.3 Assignment by Buyer. Except as provided below, Buyer shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent Provider may withhold in its sole discretion. Without the consent, but with prior written notice to Provider, Buyer may assign this

Agreement to any purchaser of the Premises. Except as provided in this Section 11.3, any assignment by Buyer without the prior written consent of Provider shall not release Buyer of its obligations hereunder.

12. NOTICES.

12.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth on Schedule 5 of the Special Conditions, or at such other address as may be designated in writing in a notice to the other Party from time to time.

12.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile or electronically and shall be deemed delivered to the addressee or its office when received at the address for notice specified in the Special Conditions when hand delivered, upon confirmation of sending when sent by facsimile or electronically (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. Mail.

12.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Buyer. Invoices shall be sent by regular first-class mail postage prepaid or via electronic mail at the electronic mail address provided by Buyer.

13. CONFIDENTIALITY.

13.1 Confidentiality Obligation. If either Party provides confidential information and such designation has been expressly communicated to the other Party including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Buyer's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information: (i) in accordance with applicable right-to-know public disclosure laws and (ii) to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees or acquirers be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Notwithstanding the foregoing, any information designated as Confidential Information shall no longer be considered confidential five (5) years after it has been communicated to the other Party unless the Party disclosing such information to the other renews in writing its assertion of confidentiality and specifies the information considered to be confidential.

13.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

(a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

13.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material, without the prior written consent of such other Party.

13.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Agreement by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

14. INDEMNITY.

SUBJECT TO SECTION 10, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER SHALL, INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER, AND ITS RESPECTIVE DIRECTORS, OFFICIALS, TRUSTEES, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES INCURRED BY THE INDEMNIFIED PARTIES TO THE EXTENT ARISING FROM OR OUT OF ANY CLAIM BROUGHT BY ANY THIRD PARTIES RELATING TO THIS AGREEMENT EXCEPT TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. PROVIDER SHALL NOT, HOWEVER, BE REQUIRED TO REIMBURSE OR INDEMNIFY ANY INDEMNIFIED PARTY FOR ANY LOSS TO THE EXTENT SUCH LOSS IS DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.

15. MISCELLANEOUS.

15.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Buyer with respect to the subject matter hereof and thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

15.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Buyer.

15.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

15.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Buyer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

15.5 Limited Effect of Waiver. The failure of Provider or Buyer to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

15.6 Survival. The obligations under Section 2.2 (Buyer Right to Terminate the Agreement Prior to Anticipated Construction Start Date), Section 2.3 (Provider Right To Terminate the Agreement) Section 6.2 (Exclusion of Warranties), Section 7 (Taxes and Governmental Charges), Section 9.1(b) (Buyer's Remedies), Section 9.2(b) (Provider's Remedies), Section 10 (Limitations of Liability), Section 12 (Notices), Section 13 (Confidentiality), Section 14 (Indemnity), Section 15 (Miscellaneous), or under other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

15.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Hampshire without reference to any choice of law principles that would require the application of the law of any state other than the State of New Hampshire. The Parties agree that the courts of New Hampshire and the federal courts sitting therein shall have sole jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement by any courts described in this Section 15.7.

15.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

15.9 Relation of the Parties. The relationship between Provider and Buyer shall not be that of partners, agents, or joint ventures of one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Buyer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

15.10 Forward Contract; Bankruptcy Code; Service Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within

the meaning of the United States Bankruptcy Code, and that Provider is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Provider is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor. The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

15.11 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Buyer and their respective successors and permitted assigns.

15.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

15.13 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in these General Conditions and intending to be legally bound hereby, Provider and Buyer have executed these General Conditions by their duly authorized representatives under seal as of the date first above written.

PROVIDER:

Kearsarge Pelham LLC

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

BUYER:

PELHAM SCHOOL DISTRICT, NEW HAMPSHIRE

By: _____
Name:
Title:

Exhibit A
to General Conditions

Certain Agreements for the Benefit of Financing Parties

Buyer acknowledges that Provider will be financing the installation of the System either through an institutional lessor, lender or with financing accommodations from one or more financial institutions and that Provider may sell or assign the System to such parties and/or may secure Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Buyer in writing, Buyer agrees as follows:

(a) Consent to Collateral Assignment. Buyer consents to either the sale and leaseback or other similar conveyance to a lessor for financing purposes or the collateral assignment by Provider to a lender that has directly or indirectly provided financing of the System, of Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Buyer will deliver to the Financing Party at the address for the Financing Party stated in the Special Conditions (or such other address provided by Provider or Financing Party to Buyer), concurrently with delivery thereof to Provider, a copy of each notice of default given by Buyer under the Agreement, inclusive of a reasonable description of Provider's default. No such notice will be effective absent delivery to the Financing Party pursuant to this paragraph. Buyer will not terminate the 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 System, subject to Buyer'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 Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Unless the Financing Party has succeeded to Provider's interests under this Agreement, nothing herein requires the Financing Party to cure any default of Provider under this Agreement or to perform any act, duty or obligation of Provider under this Agreement, but Buyer 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 System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Buyer of the transferee or assignee of Provider'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 System (or Provider's leasehold interest in the System).

(d) Right to Cure.

i. Buyer 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 Provider) 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 any Buyer or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider'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.

* * * * *

SPECIAL TERMS AND CONDITIONS OF

ENERGY CREDIT PURCHASE AGREEMENT

These Special Terms and Conditions of Energy Credit Purchase Agreement (the "Special Conditions") are made and entered into as of this __ day of March 2025 (the "Effective Date"), between Kearsarge Pelham LLC, a Massachusetts limited liability company ("Provider"), and Pelham School District, New Hampshire, a municipal corporation ("Buyer"). Provider and Buyer may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Provider intends to construct, install, own, operate, and maintain a solar photovoltaic system at the Premises described on Schedule 1;

WHEREAS, the Parties intend that the System will qualify under the Alternative Net Metering Program and will serve on site behind the meter load and will receive Electricity;

WHEREAS, Buyer is willing to purchase all of the Electricity to be generated by the System and Provider is willing to sell, or cause to be allocated, all of the Electricity to be generated by the System to Buyer, under the terms of this Agreement;

WHEREAS, Provider and Buyer acknowledged those certain General Terms and Conditions of Energy Credit Purchase Agreement, dated as of the __ day of March, 2025 (the "General Conditions"); and

WHEREAS, these Special Conditions constitute the Special Conditions referred to in the General Conditions;

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

Schedule 1	Description of Premises and System
Schedule 2	Electricity Price
Schedule 3	[Reserved]
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Tariff Requirements

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in these Special Conditions and intending to be legally bound hereby, Provider and Buyer have executed these Special Conditions by their duly authorized representatives under seal as of the Effective Date.

PROVIDER:

Kearsarge Pelham LLC

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

BUYER:

PELHAM SCHOOL DISTRICT, NEW HAMPSHIRE

By: _____
Name:
Title:

SCHEDULES

Schedule 1 - Description of Premises and System

System Premises:	Rooftop on the buildings located at 59 and 61 Marsh Road, Pelham, NH, as more fully described in the Lease
Premises is Owned or Controlled by:	Premises is owned by Buyer and a portion of the rooftop on each building is leased to Provider
System:	Behind the meter Grid-interconnected, rooftop solar photovoltaic (PV) system
Anticipated Construction Start Date:	May 1, 2025 Latest Start date
Effective Date:	As defined on the first page of these Special Conditions
Anticipated Commercial Operation Date:	August 30, 2025

Schedule 2 – Electricity Price

The Electricity is equal to $0.133/ kWh measured at the Metering Device. The Electricity Price is subject to a 0.5% annual escalator.

A payment in lieu of taxes ("PILOT") of $2 per kW DC installed capacity has been assumed. Any increase or decrease in this payment following either negotiation of the PILOT agreement with the Town of Pelham or confirmation of an exemption will result in a prorated increase or decrease in the value of the Electricity Price.

Schedule 3 – [Reserved]

Schedule 4 – Estimated Annual Production

Estimated Annual Production for the System based on an estimated System size of 300 kW AC, to be updated based on as built size, and subject to an annual .5% System degradation factor:

Elementary Production Schedule	
Year	**Estimated Average Annual Electricity Output (kWh)**
1	505,792
2	503,263
3	500,747
4	498,243
5	495,752
6	493,273
7	490,807
8	488,353
9	485,911
10	483,481
11	481,064
12	478,659
13	476,265
14	473,884
15	471,515
16	469,157
17	466,811
18	464,477
19	462,155
20	459,844
21	457,545
22	455,257
23	452,981
24	450,716
25	448,462

Estimated Annual Production for the System based on an estimated System size of 360 kW AC, to be updated based on as built size, and subject to an annual .5% System degradation factor:

Memorial Production Schedule	
Year	**Estimated Average Annual Electricity Output (kWh)**
1	627,396
2	624,259
3	621,138
4	618,032
5	614,942
6	611,867
7	608,808
8	605,764
9	602,735
10	599,721
11	596,723
12	593,739
13	590,770
14	587,817
15	584,877
16	581,953
17	579,043
18	576,148
19	573,267
20	570,401
21	567,549
22	564,711
23	561,888
24	559,078
25	556,283

Schedule 5 – Notice Information

Provider:
Kearsarge Pelham LLC Attn: Andrew J. Bernstein 1380 Soldiers Field Rd., Suite 3900 Boston MA 02135 617-393-4222 abernstein@kearsargeenergy.com

Buyer:
Pelham School District, New Hampshire 59A Marsh Road Pelham, New Hampshire 03076
And to: Diane M. Gorrow, Esq. c/o Soule, Leslie, Kidder, Sayward & Loughman 220 Main Street Salem, New Hampshire 03079

Financing Parties:

Provider to send notice to Buyer with this information once known.

Schedule 6 – Tariff Requirements

For proper allocation of Electricity in accordance with the Tariff, Buyer must provide Provider the following information:

- LDC customer name
- Account service address, including town/city and zip code
- LDC account number
- LDC customer rate code

SOLAR (PV) ELECTRIC GENERATING FACILITY SITE LEASE

This Solar (PV) Electric Generating Facility Site Lease (this "Lease"), dated as of March ___, 2025 (the "Effective Date") is by and between **THE PELHAM SCHOOL DISTRICT, NEW HAMPSHIRE**, with a principal address at 59A and 61 Marsh Road, Pelham, NH (together with its successors and permitted assigns, "Lessor"), and **KEARSARGE PELHAM LLC**, a Massachusetts limited liability company, having a principal place of business at 1380 Soldiers Field Road, Suite 3900, Boston, Massachusetts 02135, as lessee (together with its successors and permitted assigns, "Lessee"). In this Lease, Lessee and Lessor are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Lessee is in the business of financing, developing, owning, operating and maintaining solar (PV) electric generation facilities;

WHEREAS, Lessor owns buildings (each, a "Building") and the land on which each Building and its associated driveways and utility infrastructure are located at the following addresses in Pelham, NH: 59 and 61 Marsh Road, as more particularly described in Exhibit A attached hereto (together, the "Property");

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor certain air rights over and property rights necessary to install solar PV panels and related supports over approximately 52,304 Square Feet plus or minus of space on the rooftop of the Building located at 59 Marsh Road (Memorial School) and approximately 34,000 Square Feet plus or minus of space on the rooftop of the Building located at 61 Marsh Road (Elementary School) (each, a "Rooftop"), excluding any HVAC, utility, drainage or other existing fixtures or equipment of Lessor ("Lessor Existing Equipment"), and additional areas for access and utilities as located on the Property, all shown as "Lease Area" on the Sketch Plan attached hereto as Exhibit A-1 ("Lease Area"), together with non-exclusive appurtenant rights, privileges and easements described below to the Access Area, Construction Area and Utility Area, as these terms are defined in Article I of this Lease, to be used only for the Permitted Use and for the Term, as those terms are hereinafter defined; and

WHEREAS, simultaneously with the execution of this Lease, the Parties have executed an Energy Credit Purchase Agreement (ECPA) for the sale of electricity to Lessor from Lessee which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows.

ARTICLE I
DEFINITIONS

1.1 Definitions. Capitalized terms used herein have the meanings given to them in this Lease. For purposes of this Lease, the following terms shall have the following meanings:

"Access Area" means the driveways providing ingress and egress to the Property, the Building(s), and the Lease Area from Marsh Road or other public way, including use of common stairways, elevators or other such access to the Lease Area and the roadway along the perimeter of the Building(s), shown as "Access Area" on the Sketch Plan attached hereto as Exhibit A-1, all as the same may be modified, replaced or relocated from time to time in the sole discretion of the Lessor.

"Affiliate" means, with respect to a specified Person, any Person that, directly or indirectly, controls or is controlled by or is under common control with the specified Person.

"***Alterations***" has the meaning set forth in Section 5.5(a).

"***Annual Rent***" has the meaning set forth in Section 4.1(a).

"*Applicable Legal Requirements*" means any federal, state or municipal statute, law (including common law), act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, injunction, Environmental Law, Permit or other binding requirement or determination of or by any Governmental Authority, which may at any time be applicable to a Party's rights and obligations hereunder.

"Appurtenant Rights" means collectively, the Access Area, the Construction Area, and the Utility Area.

"Building(s)" has the meaning set forth in the Recitals.

"Business Day" means any day other than Saturday, Sunday or a New Hampshire legal holiday.

"***CGL****"* has the meaning set forth in Section 6.4(i) hereof.

"Certificates" has the meaning set forth in Section 6.6 hereof.

"*Confidential Information*" means all oral, written or electronic propriety or confidential information of a Party, identified as proprietary or confidential information by the disclosing Party, disclosed to the other or its representatives, other than information that: (a) is or becomes generally available to the public; (b) was already known by the receiving Party on a non-confidential basis prior to its disclosure under this Agreement; or (c) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information.

"*Commercial Operation Date*" means the date on which all of (a) the completion of the construction and successful testing of the System has occurred; (b) the System has achieved commercial operation and is fully interconnected with the LDC.

"***Construction Area***" means the area of the Property shown as "Construction Area" on the Sketch Plan attached hereto as Exhibit A-1, as the same may be modified, replaced or relocated from time to time in the sole discretion of the Lessor.

"Construction Commencement Date" means the date following Lessee's receipt of all Governmental Approvals whereby construction of the System commences.

"Decommissioning Period" has the meaning set forth in Section 8.1(a).

"Default Notice" has the meaning set forth in Section 12.5(c).

"Documented Site Conditions" means those conditions at the Property documented in: (i) Lessor's site assessment of the Property, as reviewed and agreed upon by Lessee prior to Lessee's submission of applications for permits required to construct the System; (ii) materials relating to the condition of the Property provided by Lessor or any other person, to Owner prior to the Construction Commencement Date or (iii) any other Applicable Legal Requirements that define the conditions of the Property.

"*ECPA*" means the General and Special Terms and Conditions of Energy Credit Purchase Agreement between Lessor and Lessee executed simultaneously with this Lease.

"*Emergency Entry"* means an entry, as hereinafter defined, for a repair or item of maintenance which if not performed immediately could potentially cause an imminent peril to life, health, safety or property, or a material loss to the Lessee or Lessor, provided that an Emergency Entry shall include the repair of the System by Lessee necessary to prevent imminent, material damage and/or disruption of LDC service to the System.

"*Environmental Attributes*" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) financial based incentives under any federal or state initiatives, (ii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iii) Renewable Energy Certificates, or any similar credits under the laws of the State of New Hampshire or any other jurisdiction, (iv) tax credits, incentives or depreciation allowances established under any federal or State law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of electricity generated by the System during the Term and in which Lessee has good and valid title. "Environmental Attributes" do not include electricity or Net Metering Credits or rebates associated with Net Metering Credits, which shall be allocated, paid and assigned to Lessor and other governmental entities in accordance with the provisions of the ECPA, nor any attribute, credit, allowance, entitlement, product or other benefit that inures solely to Lessor only because Lessor is a Governmental Authority or a municipality.

"***Environmental Incentives***" means any credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the LDC, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority; provided that Environmental Incentives shall not include any of the above that, by their terms, are only available to Lessor because Lessor is a municipal entity.

"***Environmental Law(s)***" means all federal, state and local laws, regulations, by-laws and ordinances, including policies and guidelines, orders, consent orders, settlement agreements and judgement of any Governmental Authority relating to pollution, protection of the environment or human health or safety, now or hereafter in effect, including with respect to Hazardous Materials.

"*Environmental Permits*" means all federal, state and local authorizations, certificates, permits, franchises, licenses, approvals required by, and any filings made to, any Governmental Authority pursuant to Environmental Laws regarding the Property and the System.

"Event of Default" has the meaning set forth in Section 13.1.

"*Financier*" means any institutional lender or investor providing a material portion of the funds, equity or credit to Lessee for the purpose of developing, constructing, owning, operating, maintaining, repairing, decommissioning or removing the System. Financier shall include any entity which has a lien on the System through Lessee.

"*Force Majeure*" means any cause not within the reasonable control of the affected Party (or its employees, agents or other representatives)which precludes that Party from carrying out, in whole or in part, its obligations under this Lease, including but not limited to, (a) acts of God (including, but not limited to, high winds, hurricanes or tornados, the prolonged lack of sunshine, fires, epidemics, pandemics, landslides, volcanic eruptions, earthquakes, floods, and any other natural catastrophes); (b) strikes, walk-outs, lock-outs, supply chain issues or other industrial disturbances or labor actions or disputes not caused by the Parties; mandated federal, state or local government shutdowns or work stoppages or (c) acts of public enemies, insurrections, military action, war (whether or not declared), riots or other civil disturbances or explosions. Economic hardship of either Party shall not constitute an event of Force Majeure.

"***Good Industry Practice***" means the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the solar generation industry in the operation and maintenance of equipment similar in size and technology) that, at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Legal Requirements, regulation, reliability, safety, environmental protection, economy and expedition.

"***Governmental Approval***" means any approval, consent, franchise, permit, agreement, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority. Governmental Approval includes "Land Use Approval".

"*Governmental Authority*" means any federal, state, regional, county, town, city, or municipal government, or any department, commission, agency, board, bureau, or other administrative, regulatory or judicial body of any such government. "Governmental Authority" shall also include any independent electric system operator.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, ad valorem, real property, personal property, sales, use, generation, privilege, occupation, consumption, excise, transaction, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, fines, penalties, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Lease Area or the System.

"Hazardous Materials" means any hazardous, toxic or radioactive materials, substances or waste, as defined in the Applicable Legal Requirements, including federal or state law regulating or addressing the generation, storage, use or transportation of such materials, including but not limited to New Hampshire Law; and any rules, regulations or orders promulgated pursuant thereto.

"Indemnified Party" has the meaning set forth in Section 11.4(a) hereof.

"Indemnifying Party" has the meaning set forth in Section 11.4(a) hereof.

"Independent Appraiser" shall mean an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, certification, experience, and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the applicable System.

"Initial Lease Termination Date" has the meaning set forth in Section 3.1(a) hereof.

"Insolation" has the meaning set forth in Section 7.4 hereof.

"*Interest Rate*" means the lower of (a) one percent per month, or (b) the highest rate allowed under Applicable Legal Requirements.

"***LDC***" means the regulated electric local distribution company that provides electric distribution service to the municipality in which the Lessor is located.

"***Lease Area***" has the meaning set forth in the Recitals.

"***Lease Termination Date****"* has the meaning set forth in Section 3.1(c) hereof.

"Leasehold Mortgage" has the meaning set forth in Section 12.4 hereof.

"*Lessee Indemnified Parties*" has the meaning set forth in Section 11.3 hereof.

"Lessee's Agents" has the meaning set forth in Section 2.6 hereof.

"Lessee's Work" has the meaning set forth in Section 2.6 hereof.

"*Lessor Adjacent Property*" means any adjacent property owned or controlled by Lessor or an Affiliate, but only during the term of such ownership. As of the Effective Date, Lessor owns the adjacent property known and numbered as 85 Marsh Road, Pelham, NH**.**

"*Lessor Existing Equipment*" has the meaning set forth in the Recitals.

"*Lessor Indemnified Parties*" has the meaning set forth in Section 11.2 hereof.

"Lessor's Agents" means Lessor's agents, contractors, subcontractors, consultants.

"Lessor's Mortgagee" has the meaning set forth in Section 12.5(a) hereof.

"Maintenance" has the meaning set forth in Section 7.3(b) hereof.

"*Mortgage*" has the meaning set forth in Section 12.5(a) hereof.

"*Notice of Lease*" has the meaning set forth in Section 17.19 hereof.

"*Permits*" means all state, federal, and local authorizations, certificates, permits, franchises, licenses and approvals, including land use approvals, required by any Governmental Authority, with all appeal periods therefrom having expired without any appeal thereof having been taken, for the construction, operation, relocation, removal and/or maintenance of the System, the Alterations, the Permitted Improvements and the Permitted Use.

"***Permitted Improvements***" means the System, together with electric interconnection facilities and other facilities required for the Permitted Use, all as specifically shown on Exhibit A-1.

"***Permitted Use***" means the use and occupation of the Lease Area and exercise of the Appurtenant Rights by Lessee and its Affiliates for the design, development, construction, installation, inspection, operation, maintenance, monitoring, repair, cleaning, replacement, decommissioning and removal of the System, and the sale of electric energy from and other Environmental Attributes associated with the System to Lessor in any other manner permitted under Applicable Legal Requirements.

"*Person*" means an individual, general or limited partnership, corporation, municipal corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity, a Governmental Authority or any other entity of whatever nature.

"***Property***" has the meaning set forth in the Recitals.

"***Purchase Option***" has the meaning set forth in Section 3.3 hereof.

"***Purchase Option Date***" has the meaning set forth in Section 3.3 hereof.

"***Purchase Option Price***" has the meaning set forth in Section 3.3 hereof.

"***Rooftop***" has the meaning set forth in the Recitals.

"***SNDA***" has the meaning set forth in Section 12.5(e) hereof.

"*System*" means each solar photovoltaic electric generating facility, including but not limited to the System Assets, that produces the electricity sold and purchased under the ECPA.

"*System Assets*" means each and all of the assets of which the System is comprised, including Lessee's solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Property, electric lines and conduits required to connect such equipment to the delivery point, protective and associated equipment, improvements, metering devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

"State" means the state where the Property is located.

"*System Loss*" means loss, theft, damage or destruction of the System or any portion thereof, or any other occurrence or event that prevents or materially limits the System from operating in whole or in significant part, resulting from or arising out of casualty, condemnation or Force Majeure**.**

"Term" means the Initial Term, as may be extended by the Renewal Term pursuant to the terms of the Lease.

"Termination Payment" is set forth in the Termination Payment Schedule, attached as Exhibit E.

"Utility Area" means those portions of the Property where portions of the local electric distribution system are now or may hereafter be located and the portion of the Lease Area where System inverters and other related components of Lessee may now or hereafter be located, including the interconnection points all as shown on Exhibit A-1.

"Work" has the meaning set forth in Section 9.1 hereof.

ARTICLE II
THE LEASE AREA

2.1 Lease Area. Lessor, for and in consideration of the rents, covenants, and agreements contained herein on the part of Lessee to be paid, kept and performed, does hereby lease, rent, let and demise the Lease Area, excluding Lessor Existing Equipment and subject to the right of Lessor to use any space located adjacent to the System on the Building(s) as long as it does not impair the operation of the System, to Lessee, for the Permitted Use, and Lessee does hereby accept, take and lease the Lease Area for the Permitted Use from Lessor, upon and subject to the conditions hereinafter expressed, for the sole and exclusive purpose of conducting the Permitted Use, on and subject to and with the benefit of the terms and conditions set forth herein. Lessor also grants to Lessee for the duration of the Term, the following appurtenant rights: (i) the non-exclusive right, privilege and easement to use the Access Area for pedestrian and vehicular access to and egress from the Lease Area, in connection with the Permitted Use; (ii) the non-exclusive right, license and privilege to access and use the Construction Area on a temporary basis from time to time as reasonably necessary for Lessee's construction, maintenance, repair and replacement, removal, and decommissioning activities related to the Permitted Use (including, without limitation, for the temporary storage and staging of tools, materials and equipment and for the parking of Lessee's construction crew vehicles, trailers and facilities); and (iii) the non-exclusive right, privilege and easement to access and use the Utility Area to construct and maintain electric interconnection lines and install inverters, meters and other related equipment necessary to connect the System to the local electric distribution system transformers (collectively (i) (ii) and (iii), the "Appurtenant Rights"). Lessee's lease, use and occupancy of the Lease Area, and any and all additional rights demised under this Lease, including the Appurtenant Rights are subject to the following:

a. the Lessor's right to review and comment where each System shall be located, and, further, the Lessor's right to enter all or any portion of the Lease Area as set forth herein;

b. the use by Lessor and its tenants, occupants, licensees and other visitors to the Building(s) or the Rooftop for any purpose which does not impair the operation of the System including maintenance of Lessor Existing Equipment;

c. all covenants, restrictions, easements, agreements, reservations, and other encumbrances of record, which are listed on Exhibit C attached hereto;

d. Applicable Legal Requirements of any Governmental Authority; and

e. Lessee's compliance with all Applicable Legal Requirements.

2.2 Condition of Lease Area.

a. Lessee is entering into this Lease and accepting the Lease Area and the Appurtenant Rights provided in this Lease as is, without any representation or warranty of Lessor, and after Lessee's full and complete examination of the Lease Area except as set forth herein. Notwithstanding the foregoing, the Parties agree that Lessee shall not be liable for any Hazardous Materials or Documented Site Conditions on the Property and the Lease Area existing prior to the Effective Date and were not caused by Lessee.

b. Lessee shall not bring into or install or keep on the Building, any objects, including the System, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the Building and/or roof of the Building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Lessee shall engage an engineer licensed and qualified where the System is located to certify the same to Lessor before Lessee shall install, affix or place any part of the System upon the Building, with a copy of such certification to be provided to the Lessor.

c. Lessor shall provide to Lessee a copy of the applicable roof warranties for the Building ("Existing Roof Warranties") and any instructions from the manufacturer(s). Lessee shall arrange for and undertake and pay for a pre- construction roof inspection by the existing roof warranty issuer. In the event there are items that need to be repaired, the Lessor shall be required to undertake the repairs prior to any installation. Lessee shall design and construct the System consistent with requirements so that no Existing Roof Warranties are voided on account of the installation of the System. Lessee shall assist Lessor in procuring a written confirmation that the Existing Roof Warranty is not voided on account of the installation of the System from the Existing Roof Warranty issuer, including submitting any documentation supporting such efforts. Lessee shall consult, as may be necessary, with any company that has provided such roof warranty to the Lessor.

2.3 Ownership of the System. Lessor shall claim no right, title or interest in the System (or any component thereof) or Environmental Attributes or Environmental Incentives and, as between Lessor and Lessee, Lessee and/or its Affiliates shall be the exclusive owner thereof. As between Lessor and Lessee, Lessor agrees that all equipment comprising the System is and shall remain the personal property of Lessee and/or its Affiliates and shall not be deemed by Lessor to be fixtures, notwithstanding the manner in which the same are affixed to the Building(s) or Property, or subject to the lien of any mortgage granted by Lessor now or hereafter encumbering the Property. Lessor hereby waives any statutory or common law lien and any right of distraint based on the System and Permitted Improvements or any portion thereof being classified as a fixture on or to Lessor's Property. For avoidance of doubt, the Lessor does not waive any statutory or common law lien rights related to Lessee's non-payment of any taxes. Lessor shall cause Lessor's Mortgagee to execute a Subordination, Non Disturbance and Attornment Agreement in substantially the form attached as Exhibit D, including a disclaimer of any rights to the System, any other of the Permitted Improvements or any portion thereof within ten (10) days after written request for such documentation, in recordable form.

2.4 Additional Use. Except with the prior express written consent of Lessor, Lessee shall not use the Lease Area for any purpose other than the Permitted Use. Any entry into the Building(s) by the Lessee, including, but not limited to the Access, Construction and Utility Areas shall be (a) during normal business hours, or (b) on two (2) days prior written notice to Lessor if such entry is requested for a time other than normal business hours, except with respect to an Emergency Entry which may occur at any time and from time to time but requires advance telephonic notice to the extent practicable and shall be followed by a written explanation of the Emergency Entry provided within twenty-four (24) hours of the Emergency Entry. Lessor shall provide to Lessee contact information for any security or maintenance personnel for notice and access both during and outside of normal business hours, if applicable. All construction and

maintenance activities of the Lessee shall be in accordance with the building rules and regulations as in effect from time to time.

2.5 Lessee's Work. Promptly following the Effective Date, Lessee, its agents, contractors, subcontractors, consultants and the officers, members, partners and/or employees of any of them (collectively, "Lessee's Agents"), shall, at its sole cost and expense construct the Permitted Improvements in accordance with Good Industry Practice and consistent with the Property as a whole ("Lessee's Work"). Lessee shall comply with all Applicable Legal Requirements concerning the Permitted Use and location of each System, including, without limitation, OSHA regulations concerning perimeter setbacks and buffers, railings, harnesses and other safety and security requirements.

a. As of the Construction Commencement Date: Lessee shall have complied with the insurance provisions of this Lease and provided Lessor with Certificates of said insurance naming Lessor as additional insured in accordance with Article VI; Lessee shall have obtained and supplied to Lessor all Permits required by all Applicable Legal Requirements for the Permitted Improvements; and Lessee shall provide to Lessor payment and performance bonds in the amount of the total cost of construction of the Permitted Improvements.

b. Lessee shall cause the Construction Commencement Date to occur no later than May 1, 2025.

c. After construction, Lessee's Agents shall restore the Lease Area, including, but not limited to, the Access, Construction and Utility Areas to the condition that they were in immediately prior to construction, ordinary wear and tear excepted, other than those modifications for and the installation or relocation of, the System and Lessee's Work.

d. Notwithstanding anything contained in this Lease to the contrary, the layout and design of the Permitted Improvements, and any modification thereto, shall be subject to the Lessor's reasonable approval, such approval not to be unreasonably conditioned, withheld or delayed.

ARTICLE III
TERM

3.1 Term.

(a) The term of this Lease shall commence on the Effective Date, and, unless terminated earlier pursuant to the provisions of this Lease or the ECPA, or renewed as provided in subsection (c) below, shall continue until 11:59 PM on the date that is twenty (25) years from the Commercial Operation Date of each System (the *"*Initial Term"; with the latest date being the "Initial Lease Termination Date") subject to extension as provided below, and Lessee thereafter shall remove the System from the Lease Area, subject to Lessee's obligations under Article VIII hereof. Notwithstanding anything to the contrary in this Lease, the termination of this Lease shall result in the automatic and simultaneous termination of the ECPA and the termination of the ECPA shall result in the automatic and simultaneous termination of this Lease.

(b) In accordance with Section 13.4, Lessor may terminate this Lease upon Lessee's Event of Default and require Lessee to remove the System and restore the Lease Area as set forth in Article VIII of this Lease.

(c) Within one hundred eighty (180) days prior to the expiration of the Initial Term, in the event the Lease has not been terminated pursuant to Section 3.2, upon mutual agreement of the Parties, Lessee may extend the Lease for one (1) period of five (5) years on the same terms and conditions (the "First Renewal Term", with the Initial Term, the "Term"). The Lease termination date shall be the later of the expiration of the: Initial Lease Termination Date; or, any Renewal Term, if exercised; subject to the termination provisions in Section 13.4 (the "Lease Termination Date").

3.2 Early Termination.

a. In the event that Lessor terminates this Lease upon an Event of Default by Lessee in accordance with Section 13.4, Lessee shall be required to remove the System and restore the Lease Area as set forth in Article VIII hereof.

b. Lessee may terminate this Lease by written notice to Lessor, without penalty, if despite Lessee's good faith efforts, Lessee is unable to obtain: (i) all applicable Permits for the Permitted Use and/or (ii) satisfactory studies from a licensed structural engineer relating to the weight and bearing loads on each Building for the Permitted Use.

3.3 Purchase Option. Lessee grants to Lessor an option to purchase ("Purchase Option") the System on the day which is the 6th (sixth); 10th (tenth); and 15th (fifteenth) anniversary of the Commercial Operation Date and on the Initial Lease Termination Date (each, a "Purchase Option Date") for a purchase price (the "Purchase Option Price") equal to the fair market value of the applicable System. Not less than three (3) months prior to a Purchase Option Date, Lessor must provide written notice to Lessee of Lessor's intent to exercise its Purchase Option. Within thirty (30) days of receipt of Lessor's notice, Lessee shall have prepared by an Independent Appraiser, a determination of fair market value. If Lessor does not accept the fair market value as determined by the Independent Appraiser, then the Parties shall mutually select an alternate Independent Appraiser to determine a second opinion of the fair market value of the System. Such Independent Appraiser shall act reasonably and in good faith to determine fair market value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by such Independent Appraiser shall be averaged with the first Independent Appraiser's valuation and shall be binding upon the Parties in the absence of fraud or manifest error. Lessee shall be responsible for the fees and expenses of the Independent Appraiser and Lessor shall be responsible for the fees and expenses of the alternate Independent Appraiser. Within ten (10) Business Days of the determination of fair market value, Lessor shall confirm or retract its decision to exercise the Purchase Option. In the event Lessor confirms its intent to exercise the Purchase Option, (i) the Parties will promptly execute all documents necessary to (A) cause title to such System to pass to Lessor, free and clear of any liens immediately subsequent to the purchase, (B) assign all warranties for the System to Lessor, and (C) transfer all right, title and interest in and to the Environmental Attributes related to such System arising on and after such date of conveyance and which Lessee has not previously contracted to sell, and if applicable Lessee shall assign to the Lessor, and Lessor shall assume, all of Lessee's rights and obligations

under any forward sale contract related to such Environmental Attributes, and (ii) Lessor will pay the Purchase Option Price to Lessee. In the event Lessor retracts its exercise of, or fails to timely confirm, the Purchase Option, or if the Purchase Option does not include all of the Systems, the provisions of this Agreement shall continue in full force and effect without regard to the actions taken under this Section.

ARTICLE IV
RENT

4.1 Annual Rent.

a. Lessee shall pay to Lessor annual rent ("Annual Rent") in the amount of $1 per year.

b. Annual Rent payments shall be paid in advance, commencing on the Commercial Operation Date and on each anniversary thereafter. If on the anniversary preceding the Lease Termination Date, or otherwise earlier expiration, less than a full year remains in the Term, the Annual Rent shall be pro-rated.

ARTICLE V
CONSTRUCTION AND OPERATION OF PERMITTED USE

5.1 Governmental Approval and Design of Permitted Improvements.

a. Lessee shall seek to obtain all Permits for its Permitted Use at its sole cost.

b. Lessor shall timely execute and deliver any required applications and agreements, subject to Lessor's review and approval, which approval shall not be unreasonably withheld, delayed or conditioned.

c. During construction of the Permitted Improvements, Lessee and Lessee's Agents will not obstruct any egresses or entrances; and will ensure proper turning radiuses for all trucks, vehicles and equipment in the Access Area and Construction Area.

5.2 Contractors. Prior to Construction Commencement Date and until the earlier of (i) the Commercial Operation Date or (ii) the termination of this Lease, Lessee shall cause Lessee's contractor(s) to carry (and require its subcontractors performing work at the Lease Area to carry) workers' compensation and other insurance in the amounts and of the types required of Lessee pursuant to Article VI hereof.

5.3 As-built Plans. After the Commercial Operation Date, Lessee shall prepare and deliver to Lessor detailed as-built plans accurately depicting the Permitted Improvements.

5.4 Duty to Maintain.

a. Maintenance; Repairs. Lessee shall operate and maintain the Permitted Improvements in accordance with all Applicable Legal Requirements, Permits, industry

standards, the requirements of Article VI hereof, and the requirements of all insurers providing insurance as required by Article VI hereof in all material respects. In the event that the System is damaged or destroyed at any time during the Term, Lessee shall repair, replace or reinstall the Permitted Improvements or any portion thereof, including any ancillary damage caused thereby, at such times, and in a manner which complies with the terms of this Lease, unless Lessee determines in its sole discretion that the Permitted Improvements cannot be repaired, whereby the System will thereby be deemed inoperable and Lessee may terminate this Lease upon at least sixty (60) days prior written notice to Lessor. Upon the giving of such notice, this Lease and the ECPA shall terminate on the date specified therein, Lessee shall remove each System and restore each Lease Area in accordance with Article VIII, and the Parties shall thereafter have no further recourse hereunder, except for rights and liabilities already accrued.

b. Utilities. Lessee shall make all arrangements for and pay directly to the entity providing the service all charges for all utilities serving the Permitted Improvements.

c. Compliance With Laws. Lessee shall comply in all respects with all Applicable Legal Requirements. Lessee shall indemnify, defend and hold harmless Lessor of and from any damages to Lessor caused by Lessee's failure to comply with Applicable Legal Requirements.

5.5 Alterations. Lessee shall have the right from time to time both before and after completion of the Permitted Improvements and at Lessee's sole cost and expense to make such Alterations (defined below) in or to the Permitted Improvements as are reasonably required to conduct the Permitted Use in compliance with the provisions of this Lease, subject, however, in all cases to the following:

(a) All repairs, alterations, additions and improvements undertaken by or on behalf of Lessee to the Permitted Improvements (collectively, "Alterations") shall be performed (i) in a good and workmanlike manner, using only new and quality materials, (ii) in compliance with all Applicable Legal Requirements and in accordance with Lessor's construction rules and regulations from time to time in effect for the Property, (iii) at such times and in such manner as will cause a minimum of interference with any other construction in progress and with the transaction of business by others on the Property, and (iv) at Lessee's sole expense. Prior to commencing any Alterations to the Permitted Improvements, Lessee shall obtain all state, local, and other necessary permits in accordance with Applicable Legal Requirements and shall carry insurance consistent with Article VI.

(b) Any access to the Property or Lease Area shall be in compliance with Article 2 hereof.

(c) Any Alterations shall be made with reasonable dispatch (Force Majeure events excepted), in a good and workmanlike manner and in compliance with all Permits and other Applicable Legal Requirements.

5.6 No Liens on Lease Area. Lessee shall not create, or suffer to be created or to remain, and shall promptly discharge, or bond over any mechanic's, laborer's or materialman's lien upon the Lease Area as set forth in Section 5.7 below. Lessee will not suffer any other matter or thing arising out of Lessee's use and occupancy of the Lease Area whereby the estate, rights and

interests of Lessor in the Lease Area or any part thereof might be impaired, except in accordance with and subject to the provisions of this Lease. Notwithstanding the foregoing, Lessor acknowledges that this Lease grants to Lessee a leasehold title interest in the Lease Area and Lessee shall have the right to encumber its interest in the Lease and the System by mortgage, security agreement, or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing or refinancing for the System, each, a Financier.

5.7 Discharge. If any mechanic's, laborer's or materialman's lien, shall at any time be filed against the Lease Area due to Lessee's alleged act or omission, Lessee, within twenty (20) days after notice to Lessee of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessor and actual costs and expenses incurred by Lessor in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessor's making of the payment of the cost and expenses, shall be paid by Lessee to Lessor within ten (10) days of Lessor's invoice therefore.

5.8 Governmental Charges. During the Term, all, property taxes and municipal impositions of every name and nature assessed solely with respect to the Permitted Improvements or Lessee's leasehold interest in the Lease Area (including any increase in property taxes on the Property attributable to the Permitted Improvements; recognizing that local assessors may elect not to treat all of parts of the Permitted Improvements as personal property) shall be paid by Lessee (or reimbursed by Lessee to Lessor, as applicable) and such taxes may be paid through a payment in lieu of tax agreement with the municipality. Lessee's failure to pay the duly assessed personal and property taxes when due shall be grounds to terminate this Lease.

5.9 Lessor shall require all subcontractors, agents, or representatives performing services under this Lease to review and comply with the Lessor's safety plan for contractors and school rules applicable to visitors.

ARTICLE VI
INSURANCE

6.1 Property Insurance. During the Term, Lessee at its cost shall maintain on all of its personal property on or about the Lease Area and on the Permitted Improvements a policy of "all risk" property insurance in an amount of the replacement value thereof, and with a deductible or self-insured retention to be reasonably determined by the Lessee. Such insurance shall also include, if applicable, flood and earthquake perils.

6.2 Workers' Compensation Insurance. If applicable, during the Term, Lessee shall at its cost maintain workers' compensation insurance and employer's liability insurance in accordance with the Applicable Legal Requirements.

6.3 Lessee shall require its general contractor and all subcontractors, agents, or representatives performing services under this Lease to comply with the insurance requirements in this Lease.

6.4 Insurance Required of Lessee from First Entry and Throughout the Term. From and including the date upon which any Lessee's Agent first enters onto the Property as set forth in Section 2.6 and until the Lease Termination Date, or earlier termination and during the Decommissioning Period, Lessee shall obtain and maintain insurance of the types and in the amounts set forth below, including coverages required under Applicable Legal Requirements:

i. Lessee shall maintain commercial general liability insurance ("CGL"), or its equivalent, with minimum limits of $1,000,000 for each occurrence and $2,000,000 general aggregate with contractual liability insurance for the indemnification obligation in this Agreement. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Lease Area.

ii. CGL insurance shall cover liability arising from Lessee's use and occupancy of the Lease Area, and Lessee's Agents from injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and such other risks and matters from time to time required by the Lessor.

iii. Lessor, and any Affiliates and other parties reasonably designated by Lessor, its officials, agents, volunteers, and employees shall be included as an additional insured under the CGL and automobile liability, using additional insured endorsements, and under the commercial umbrella.

iv. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from, explosion, collapse, or damage to the Lease Area and/or System.

v. Lessee shall maintain umbrella and/or excess liability insurance issued on a follow form basis excess of the primary CGL, commercial automobile liability and employer's liability insurance required herein, with minimum limits of $2,000,000 each occurrence and $5,000,000 annual aggregate.

vi. Lessee shall maintain commercial automobile liability insurance covering owned, non-owned, leased, or hired vehicles with a combined single limit of not less than $1,000,000 per occurrence for bodily injury and property damage, if applicable.

vii. Lessee shall provide or cause to be provided, professional liability insurance, covering errors and omissions, and environmental liability insurance in the amount of $1,000,000 for each occurrence with $2,000,000 general aggregate.

6.5 Insurers. All insurance required by this Article VI shall be provided by insurance companies authorized to do business in the State, with ratings of no less than A- or better from A.M. Best Company.

6.6 Evidence of Insurance. Prior to any of Lessee's Agents entering onto the Lease Area, Lessee shall furnish Lessor with certificates of insurance and policy endorsements ("Certificates"), executed by a duly authorized representative of each insurer, showing compliance with Sections 6.4 and 6.5 of this Lease.

(a) All Certificates and policy endorsements shall provide for thirty (30) days written notice to Lessor, if available, prior to the cancellation of any insurance referred to therein.

6.7 Lessor Insurance. From the Effective Date and until the Lease Termination Date, or earlier termination, Lessor shall maintain CGL insurance or excess umbrella insurance covering the Building(s) and the Property in the amount of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate.

6.8 The Parties hereto shall each procure an appropriate clause in, or endorsement on, any property insurance policy covering the Lease Area and the Building(s) and personal property, fixtures and equipment located thereon and therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery in favor of either Party, its respective agents or employees. Having obtained such clauses and/or endorsements, each Party hereby agrees that it will not make any claim against or seek to recover from the other or its agents or employees for any loss or damage to its property or the property of others resulting from fire or other perils covered by such property insurance.

ARTICLE VII
LESSOR RIGHTS AND OBLIGATIONS

7.1 Inspection and Entry. Lessor may enter onto the Lease Area during the period prior to the Commercial Operation Date provided that such entry does not interfere with the operation of the System. Lessor and Lessee shall use commercially reasonable efforts to devise a mutually agreed upon access plan for Lessor's entry onto the Lease Area. Lessor and the tenants, licensees, occupants and invitees may continue to use the Property for all purposes which do not impair the operation of the System.

7.2 Facilities Requirements. Subject to the provisions of Section 7.1 of this Lease, Lessor may access the Lease Area, after at least twenty-four hours' notice to Lessee, at any time and from time to time, provided that such access does not interfere with operation of the System, in the event that Lessor is required to maintain or upgrade utilities that service the Property or Lessor Existing Equipment. No prior notice is required for Lessor's access to the Lease Area if Lessor reasonably believes an emergency exists that threatens life, health, safety or property. Any such upgrades located on the Lease Area shall be completed after Lessee's reasonable approval and in a manner that does not affect the System.

7.3 Maintenance and Relocation.

(a) Maintenance of the System. Lessee and/or its Affiliates shall operate and maintain the Permitted Improvements, including the System in good working order, in a safe and clean manner, and in accordance with all Applicable Legal Requirements and consistent with the Property as a whole and otherwise in accordance with Good Industry Practice. In the event that

the System is damaged or destroyed at any time during the Term, Lessee and/or its Affiliates shall have the right to repair, replace or reinstall the System or any portion thereof subject to Article IX, as approved by Lessor, which approval shall not be unreasonably withheld or delayed and in a manner which complies with the terms of this Lease.

(b) Maintenance of the Lease Area. Lessee shall maintain the Lease Area in a neat and clean condition that is consistent with the condition of the Property as a whole; however, Lessor shall perform all other maintenance of the Rooftop necessary for Lessee's Permitted Use and access to the Permitted Improvements, including the structural integrity of the Rooftop. Lessor shall notify Lessee of any required maintenance to the Property that may result in the disruption, disconnection, or relocation of all or any portion of the Permitted Improvements ("Scheduled Maintenance"). Lessor shall use commercially reasonable efforts to cooperate with Lessee to mitigate any potential impacts to the Permitted Improvements in performing the Scheduled Maintenance, which includes up to a maximum of twenty (20) days total throughout the Term with no more than five (5) days in any calendar year and performing such Scheduled Maintenance between the months of November to March. For any Scheduled Maintenance, Lessor will be responsible for any actual, out-of-pocket costs incurred by Lessee due to such Scheduled Maintenance, but not loss of energy revenue and/or Environmental Attributes and Environmental Incentives. With respect to anything except Scheduled Maintenance, Lessor shall be responsible for any actual out-of-pocket costs incurred by Lessee due to such disruption, removal, relocation, or disconnection of the Permitted Improvements, and any loss of energy revenue and/or Environmental Attributes and Environmental Incentives. Lessee acknowledges that each System and its support structures are to be located on and above the applicable Rooftop. Lessor shall have no responsibility for any damage to the System and its support structures caused by Lessee or its agents, invitees, employees or contractors.

(c) Snow Removal. Lessee shall be responsible for removal of snow from the System, as may be necessary in the Lessee's discretion or at the direction of a local municipal authority with jurisdiction if the snow accumulation on the roof presents a significant risk of damage to the Building, such as a high level of roof deflection, and the Building is in imminent danger. For abundance of clarity, Lessor is responsible for the removal of snow from the roof, and other areas of the Property, in areas not occupied by the System, and for providing clear access to Lessee to the System.

7.4 Insolation. Lessor acknowledges and agrees that access to sunlight ("Insolation") is essential to the value to Lessee of the leasehold estate granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, now or hereafter, Lessor shall not permit any interference with Insolation on and at the Lease Area or Property or, during its period of ownership, Lessor Adjacent Property. Without limiting the foregoing, but subject to the final sentence of this Section, Lessor shall not construct or permit to be constructed any structure or improvement on the Property or, during its period of ownership, Lessor Adjacent Property that materially adversely affects Insolation levels or permit the growth of foliage that materially adversely affects Insolation levels or directly emit or permit the emission of suspended particulate matter, smoke, fog, steam or other air borne impediments to Insolation. Lessor hereby grants Lessee the right, during Lessor's period of ownership, to trim, cut, and remove any trees

and foliage now or hereafter on the Property and Lessor Adjacent Property which now or hereafter in Lessee's reasonable judgment does adversely affect Insolation levels. Notwithstanding any other provision of this Lease, the Parties agree that Lessee would be irreparably harmed by a breach of the provisions of this Section, that an award of damages would be inadequate to remedy such breach, and that Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions hereof.

ARTICLE VIII
SURRENDER ON TERMINATION

8.1 Surrender and Removal of Property.

(a) Within one hundred eighty (180) days following the Lease Termination Date or earlier termination of this Lease (the "Decommissioning Period"), subject to Lessor's right to exercise the Purchase Option in Section 3.3, Lessee shall peaceably quit and surrender the Lease Area, including, but not limited to, the Access Area, the Construction Area, and the Utility Area to Lessor, and Lessor may, without further notice, enter upon, re-enter, possess and repossess the same by summary process or other legal proceeding, and again have, repossess, and enjoy the same as if this Lease had not been made, and in any such event neither Lessee nor any Person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Lease Area.

(b) Decommissioning/Removal and Restoration Letter of Credit. Upon the Commercial Operation Date, Lessee shall provide Lessor a removal and restoration evergreen letter of credit to secure its obligations under this Agreement in a form and amount acceptable to Lessor and issued by Cambridge Savings Bank, a Massachusetts savings bank. Lessee shall maintain the letter of credit continuously throughout the Term to fully cover the cost of decommissioning the System and restoring the Property to its original condition and as otherwise specified in this Agreement, and which shall be a condition of operation of the System.

(c) Lessee shall be required, at Lessee's sole expense, during the Decommissioning Period, to decommission the System, remove the Permitted Improvements from the Lease Area, the Property, and any Appurtenant Rights areas, and return the Lease Area, the Access Area, the Construction Area, the Utility Area and any Appurtenant Rights areas, and any portion of the Property affected by such installation and removal, to as close as is reasonably practicable to their condition as of the Effective Date (ordinary wear and tear excepted), with the exception that any components of the Permitted Improvements may be left in place, subject to Lessor's prior written consent. Any waiver in whole or in part of the foregoing requirement to decommission and remove the System shall require Lessor's written approval. Lessee shall secure all Permits and comply with all Applicable Legal Requirements, at its sole cost and expense, necessary to decommission and remove the System from the Lease Area and Appurtenant Rights areas.

8.2 Survival. All provisions of this Article VIII shall survive the expiration or termination of this Lease until such provisions have been fully complied with and any obligations hereunder discharged.

ARTICLE IX
DAMAGE OR DESTRUCTION; CONDEMNATION

9.1 Lessee Repair and Restoration. If, at any time during the Term, there is a System Loss, or the Building(s) shall be substantially damaged or destroyed by fire or other occurrence or casualty of any kind, (a) Lessee, in its sole and absolute discretion may repair or replace the Permitted Improvements or elect to terminate this Lease and (b) Lessor, in its sole and absolute discretion, may elect to terminate this Lease in lieu of repair or rebuild and pay the Termination Payment applicable for the year in which such termination occurs, as set forth on the Termination Payment Schedule attached hereto as Exhibit E, and Lessee shall decommission and remove the Permitted Improvements that remain and restore the Lease Area as herein provided to as close as is reasonably practicable to their condition on the Effective Date (ordinary wear and tear and destruction of the Rooftop excepted), as set forth in Article VIII. Such removal, repair or replacement, including such changes and alterations as aforementioned and including temporary repairs, are referred to in this Article as the "Work." In the event that the Lease is terminated pursuant to this Section, Lessee shall surrender the Lease Area as set forth in Section 8.1, and all of the provisions of Article VIII shall apply.

9.2 Conditions of the Work.

(a) Except as otherwise provided herein, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by the applicable provisions of this Lease.

(b) Notwithstanding Lessee's right to elect to repair or replace the System, all Work shall be completed during reasonable times as requested by Lessor such that there is no material interference with Lessor's operation of the Property.

(c) Lessee shall obtain all Permits required by Applicable Legal Requirements for the Work, at its sole cost and expense, and the Work shall be performed in conformance with Applicable Legal Requirements at Lessee's sole cost and expense.

9.3 Condemnation. If a Governmental Authority or other condemning authority shall take all or any portion of the Lease Area making the System no longer commercially viable in Lessee's sole discretion, this Lease shall terminate as of the date title vests in the condemning authority. Lessee may make a claim for compensation from said Governmental Authority for the then fair market value of the System and this leasehold so long as such claims do not hinder or adversely affect the rights of the Lessor or any other tenant at the Property.

ARTICLE X
ENVIRONMENTAL CONDITIONS

10.1 Obligations With Respect to Hazardous Materials.

(a) Lessee shall not cause, suffer, or allow any Hazardous Materials to be used, generated, transported to or from, or stored on, under, or at the Lease Area in violation of Environmental Law or in a manner that causes a release of Hazardous Materials into, on, or under the Lease Area. Lessee and Lessee's Agents shall use, generate, abate, manage, and

transport any Hazardous Materials in strict accordance with Environmental Law, and shall only use, store, and maintain Hazardous Materials of such types and in such quantities as are both necessary and customary to conduct the Permitted Use.

(b) From and after the Effective Date, Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties from and against claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, arising out of or related to (i) the use, generation, handling, abatement, storage, transportation, or disposal of Hazardous Materials by Lessee or Lessee's Agents at the Lease Area, the Building(s) or the Property; or (ii) violation of Environmental Law by Lessee or Lessee's Agents at the Lease Area, the Building(s) or the Property.

(c) From and after the Effective Date, Lessor shall indemnify defend and hold harmless the Lessee Indemnified Parties from and against claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, arising out of or related to (i) the use, generation, handling, abatement, storage, transportation, or disposal of Hazardous Materials by Lessor or Lessor's Agents at the Lease Area, the Building or the Property, including Documented Site Conditions (except as otherwise provide below); or (ii) violation of Environmental Law by Lessor or Lessor's Agents at the Lease Area, the Building or the Property.

10.2 Releases of Hazardous Materials. The Lessee shall immediately take all necessary and prudent actions to stop and/or contain, and shall immediately notify the Lessor regarding all known or suspected releases or threatened releases of Hazardous Materials on or from the Lease Area (such oral notification to promptly be followed with a written notification), including, without limitation, any release of Hazardous Materials for which Lessor or Lessee has an obligation to report under Environmental Law, and all material notices, orders, fines, or communications of any kind received by the Lessee from any Governmental Authority or third party concerning the presence or potential presence of Hazardous Materials on the Lease Area, the migration or suspected migration of Hazardous Materials from the Lease Area to other property, or the migration or suspected migration of Hazardous Materials from other property to the Lease Area.

10.3 Documented Site and Environmental Conditions.

(a) Lessee hereby acknowledges that Lessor has provided Lessee with reports disclosing the presence of Documented Site Conditions.

(b) Lessor acknowledges that, except as otherwise provided in this Article X:

i. Lessee disclaims any and all liability for Documented Site Conditions, unless such Documented Site Conditions are disturbed abated, or exacerbated by Lessee or Lessee's Agents; and

ii. Lessee bears no responsibility for any Documented Site Conditions on the Property other than claims or damages caused or contributed to by the actions or omissions of Lessee or Lessee's Agents.

iii. Lessor, for and on behalf of itself and all successors in title and assigns, hereby waives, relinquishes, releases and covenants not to sue Lessee (including Lessee's Affiliates and its and their respective employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, at any time by reason of or arising out of Documented Site Conditions (except to the extent claims or damages are caused or contributed to by the actions or omissions of Lessee, and then only to the extent of such contribution).

ARTICLE XI
REMEDIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 Lessee Indemnification. Lessee shall indemnify, hold harmless and defend Lessor and its officers, employees, volunteers, agents, (collectively, the "Lessor Indemnified Parties"),subject to insurance and waiver of subrogation obligations hereunder, from and against any third party claim, demand, lawsuit, action, liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees and experts' fees, that may be imposed upon or incurred by or asserted against any Lessor Indemnified Parties by reason of any of the following occurrences during the Term:

(a) any injury to or death of persons and any damage or destruction of property arising out of the Permitted Use (b) the negligence or willful misconduct or omission of Lessee, its Affiliates or any employees, agents, representatives, contractors, subcontractors, visitors or invitees of Lessee or its Affiliates (c) any material breach, subject to any grace or cure period as provided for herein, by Lessee or its Affiliates of any of its covenants, obligations, representations or warranties under this Lease (d) Lessee's use and occupancy of the Lease Area. This indemnification obligation shall not extend to claims, demands, lawsuits or actions to the extent caused by the negligence or willful misconduct or omission of any Lessor Indemnified Parties or the acts of third parties.

11.2 Lessor Indemnification. To the extent allowed by Applicable Legal Requirements, Lessor shall indemnify, hold harmless, and defend Lessee and its partners, members, officers, employees, agents, invitees, Affiliates, successor and permitted assigns (collectively, the "Lessee Indemnified Parties"), subject to insurance and waiver of subrogation obligations hereunder, from and against any third party claim, demand, lawsuit, action, liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees and experts' fees, that may be imposed upon or incurred by or asserted against any Lessee Indemnified Party by reason of any of the following occurrences during the Term:

(a) any injury to or death of persons and damage or destruction of property, including the System arising out of Lessor's use of the Property (b) the gross negligence or willful misconduct or omission of Lessor, its Affiliates or any employees, agents, representatives, contractors, subcontractors, tenants, visitors or invitees of Lessor or its Affiliates (c) any material

breach, subject to any grace or cure period as provided for herein, by Lessor or its Affiliates of any of its covenants, obligations, representations or warranties under this Lease. This indemnification obligation shall not extend to claims, demands, lawsuits or actions to the extent caused by the negligence or willful misconduct or omission of any Lessee Indemnified Parties or the acts of third parties.

11.3 Defense of Actions.

(a) Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 11 may apply, the Party entitled to indemnification (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs.

(b) If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may, at the expense of the Indemnifying Party, contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party.

(c) Except as otherwise provided in this Article 11, in the event that a Party is obligated to indemnify and hold the other Party harmless under this Article 11, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE XII
ASSIGNMENT, SUBLETTING, MORTGAGE

12.1 Prior Written Consent. Lessee shall not assign or in any manner transfer this Lease or any part thereof without Lessor's written consent except that Lessee may, without Lessor's consent, assign, transfer or pledge its rights under this Lease: (i) to an Affiliate of Lessee as part of a financing transaction (ii) as a collateral assignment to a Financier and (iii) and to a third-party entity with equal or better credit worthiness than Lessee.

12.2 Financing by Leasehold Mortgage. Lessee may mortgage, assign or transfer its leasehold interest to a Financier without Lessor's written consent. A Financier, upon giving written notice to Lessor, shall receive copies of any notices of an Event of Default sent by Lessor and such Financier may, but is not obligated to cure such Event of Default which cure period shall extend to the later of (i) thirty (30) days after such Default Notice (defined below) is delivered to any Financier and (ii) thirty (30) days beyond the time available to Lessee under the terms of the Lease to cure the breach or default. Any Financier, as collateral assignee, may, in the place of

Lessee, exercise any and all Lessee's rights and remedies under this Lease. Such Financier may exercise all rights and remedies of secured parties generally with respect to this Lease, provided that such rights can in no case exceed the rights explicitly granted to Lessee hereunder. Notice shall be given to Lessor of each Financier of Lessee once known.

12.3 Release of Lessee. Lessee shall not be relieved from its obligations arising after the date of any whole disposition of Lessee's interest in this Lease, unless such assignment or transfer is permitted or consented to by the Lessor under Section 12.1 hereof.

12.4 Mortgagee Provisions. Any Financier that holds or is the beneficiary of a first position mortgage, deed of trust or other security interest in the Lessee's leasehold interest in this Lease or in the System (a "Leasehold Mortgage") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Article XII. No Leasehold Mortgage shall ever encumber Lessor's fee interest in and to the Property, Lease Area or rights under this Lease.

12.5 Lien of Mortgage; SNDA.

(a) This Lease shall be automatically subordinate to any deed of trust, mortgage, bond or other security instrument (each, a "Mortgage"), all advances made under or secured by any Mortgage, that now or hereafter covers all or any part of the Lease Area (the mortgagee under any such Mortgage, beneficiary under any such deed of trust is referred to herein as a "Lessor's Mortgagee"), however, the System, shall be considered Lessee's personal property and not a fixture on the Property. Lessee's interest in the System shall be and at all times remain free of any lien or charge by the Mortgage and free of any right, title, or interest of Lessor's Mortgagee. Any Lessor's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, or other interest in the Lease Area by so notifying Lessee in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Lessee shall execute and return to Lessor (or such other party designated by Lessor) within ten (10) days after written request therefor such documentation, in recordable form if required, as a Lessor's Mortgagee may reasonably request to evidence the subordination of this Lease to such Lessor's Mortgagee's Mortgage (including a subordination, non-disturbance and attornment agreement) or, if the Lessor's Mortgagee so elects, the subordination of such Lessor's Mortgagee's Mortgage to this Lease. The reasonable cost of review on any such request shall be reimbursed by Lessor to Lessee.

(b) Lessee shall attorn to any party succeeding to Lessor's interest in the Lease Area (including Lessor's Mortgagee) as Lessee's direct landlord under the Lease, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request. After Lessee's receipt of any such attornment request, Lessee shall thereafter make all payments of Rent and other amounts owed by Lessee under the Lease to the party succeeding to Lessor's interest in the Lease Area, or as such party may otherwise direct, without further inquiry on the part of Lessee. Lessor consents to the foregoing and waives any right, claim or demand which Lessor may have against Lessee by reason of making such payments to any party succeeding to Lessor's interest in the Lease Area or as such party may otherwise direct.

(c) Lessee shall not seek to enforce any remedy it may have for any default on the part of Lessor without first giving written notice (each, a "Default Notice") by certified mail, return receipt requested, specifying the default in reasonable detail, to any Lessor's Mortgagee whose address has been given to Lessee, and, affording such Lessor's Mortgagee a period in which to cure the breach or default, which period shall extend to the later of (i) thirty (30) days after such Default Notice is delivered to Lessor's Mortgagee and (ii) thirty (30) days beyond the time available to Lessor under the terms of the Lease to cure the breach or default. Lessor's Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Lessor. In addition, as to any breach or default by Lessor the cure of which requires possession and control of the Lease Area, provided that Lessor's Mortgagee undertakes by written notice to Lessee to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section 12.5, Lessor's Mortgagee's cure period shall continue for such additional time as Lessor's Mortgagee may reasonably require to either: (A) obtain possession and control of the Lease Area with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (B) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

(d) If Lessor's Mortgagee shall succeed to the interest of Lessor under this Lease, Lessor's Mortgagee shall not be: (a) liable for any act or omission of any prior lessor (including Lessor); (b) bound by any rent or additional rent or advance rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor), and all such rent shall remain due and owing, notwithstanding such advance payment; (c) bound by any security or advance rental deposit made by Lessee which is not delivered or paid over to Lessor's Mortgagee and with respect to which Lessee shall look solely to Lessor for refund or reimbursement; (d) bound by any termination, amendment or modification of this Lease made without Lessor's Mortgagee's consent and written approval, except for those terminations, amendments and modifications permitted to be made by Lessor without Lessor's Mortgagee's consent pursuant to the terms of the loan documents between Lessor and Lessor's Mortgagee (provided that at the time of any such amendment, Lessor has provided to Lessee such evidence of either the consent of Lessor's Mortgagee or the absence of any need for such consent as Lessee may reasonably require, and Lessee shall rely on such statements provided by Lessor without further inquiry); (e) subject to the defenses which Lessee might have against any prior lessor (including Lessor); and (f) subject to the offsets which Lessee might have against any prior lessor (including Lessor) except for those offset rights which (1) are expressly provided in this Lease, (2) relate to periods of time following the acquisition of title to the Lease Area by Lessor's Mortgagee, and (3) Lessee has provided written notice to Lessor's Mortgagee and provided Lessor's Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. Lessor's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own fee simple title to the Property. Nothing in this Lease shall be construed to require Lessor's Mortgagee to see to the application of the proceeds of any loan, and Lessee's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan. As used in this Section 12.5, Lessor's Mortgagee shall include any party succeeding to Lessor's interest in the Lease Area, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise.

(e) If any conflict exists between any subordination, non-disturbance and attornment agreement ("SNDA") between Lessee and Lessor's Mortgagee on the one hand, and this Section 12.5, on the other hand, then any such SNDA shall control.

ARTICLE XIII
DEFAULT AND TERMINATION

13.1 Events of Default by Lessor. Lessor shall be in default of this Lease upon its failure to (i) perform any one or more of its material obligations under this Lease and (ii) such failure shall continue for greater than thirty (30) days after written notice from Lessee to Lessor (provided that if such failure cannot reasonably be cured within said thirty (30) day period, then having failed to commence curative action within said thirty (30) day period) and/or (iii) any representation or warranty made by Lessor in this Lease shall be false or misleading when made in any material respect, each an Event of Default. Should this Lease terminate in accordance with Section 13.4 following a Lessor Event of Default, Lessor shall pay to Lessee, as Lessee's sole remedy, the amount shown in Exhibit E, Termination Payment Schedule corresponding to the applicable year.

13.2 Events of Default by Lessee. The following shall each constitute an Event of Default by Lessee.

(a) Lessee fails to pay any installment of Annual Rent on or before the due date and such failure is not remedied within ten (10) days of written notice being sent by Lessor.

(b) Lessee's failure to perform any other covenant or obligation set forth in this Lease, if such failure is not remedied within thirty (30) days of written notice being sent by Lessor (provided that if such failure cannot reasonably be cured within said thirty (30) day period, then having failed to commence curative action within said thirty (30) day period, diligently worked to cure thereafter and having completed such cure within a total of sixty (60) days).

(c) Any representation or warranty made by Lessee in this Lease shall be false or misleading when made in any material respect.

(d) Lessee: (i) admits in writing to a court of competent jurisdiction its inability to pay its debts generally as they become due; (ii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; or (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets.

13.3 Force Majeure.

(a) If by reason of Force Majeure, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, except for those agreements and covenants set forth in Article VI of this Lease, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the event of Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence (including the obligation to make payments of Annual Rent and other charges then due by Lessee); and (iv) the non-performing Party shall use commercially reasonable efforts to overcome with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

(b) If a Force Majeure event affecting a Party continues for a period of one (1) year or longer, either Party may terminate this Lease, without the payment of any Termination Payment.

13.4 Termination for an Event of Default.

(a) Upon an Event of Default, the non-defaulting Party shall have the right, at its election, then, or at any time thereafter while such Event of Default shall continue beyond applicable grace and cure periods, to give the defaulting Party written notice of its intention to terminate this Lease and the ECPA on a date specified in such notice (but in no event less than sixty (60) days from the defaulting Party's receipt of such notice), unless proper curative measures have been undertaken. Upon the expiration of the sixty (60) day period after receipt of such termination notice, the Term and the ECPA shall expire and terminate on such date as fully and completely and with the same effect as if it were the Lease Termination Date**,** and all rights of Lessor and Lessee hereunder shall expire and terminate, except for those that are by their terms intended to survive. If Lessor terminates this Lease due to a Lessee Event of Default, no Termination Payment shall be due from Lessor.

(b) In the event this Lease is terminated as a result of an Event of Default by either Lessee or Lessor, Lessee shall, subject to Lessor's rights pursuant to Section 3.3, remove the System from the Lease Area and restore the Lease Area in accordance with the provisions of Article VIII of this Lease. If this Lease is terminated following a Lessor Event of Default, Lessor shall reimburse Lessee for all of Lessee's reasonable out of pocket costs of such removal.

ARTICLE XIV
LESSEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

14.1 Lessee Representations and Warranties. As of the date of this Lease, Lessee represents and warrants to Lessor as follows.

(a) Lessee is a limited liability company, duly organized, validly existing, and in good standing in the Commonwealth of Massachusetts and is qualified to transact business in the State of New Hampshire.

(b) Lessee has the legal capacity to enter into and perform this Lease.

(c) The execution, delivery and performance of this Lease by Lessee has been duly authorized by all necessary action on the part of Lessee, and each Person executing this Lease on behalf of Lessee has full authority to do so and to bind Lessee. This Lease has been duly executed and delivered by Lessee and, assuming due authorization, execution and delivery hereof by Lessor, constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except as enforceability may be affected by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws affecting creditor's rights generally and by the application of equitable principles.

(d) Neither the execution and delivery of this Lease by Lessee, nor compliance by Lessee with the terms hereof will (i) conflict with or violate any constitutive documents of Lessee, (ii) violate, breach or constitute a default (with or without the giving of notice or lapse of time or both) under any material agreement to which Lessee is party or by which its properties or assets may be affected, or (iii) violate any law, rule or regulation or Permit applicable to Lessee. No consent from any Person (other than those which have been obtained or as required in connection with the Permitted Use) is required in connection with the due authorization, execution, delivery and performance of this Lease by Lessee.

(e) There is no pending or, to Lessee's knowledge, threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessee wherein any unfavorable decision, ruling, or finding could reasonably be expected to affect the validity or enforceability of this Lease or Lessee's ability to carry out its obligations under this Lease.

(f) None of the documents or other written or other information furnished by or on behalf of Lessee to Lessor or Lessor's Agents pursuant to this Lease contains or will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

(g) The Lessee has the funds, resources and expertise immediately available to (a) construct and complete the Permitted Improvements, (b) construct, complete and maintain the System required under this Lease and (c) perform all other obligations of the Lessee under this Lease.

14.2 Lessee Payment of Capital Improvements. Except as otherwise set forth herein, Lessee shall be responsible for the capital and other costs required to construct, operate and maintain the Permitted Improvements.

14.3 Lessee Additional Covenants. Lessee further covenants and agrees with Lessor to:

(a) promptly inform Lessor of the occurrence of any event that in any way materially affects the operation of the System or the performance of Lessee's obligations under this Lease (including, but not limited to, the delivery or receipt of any notices of default under any third party contract and the occurrence of any event that can reasonably be expected to result in the imposition of material liability or obligations on Lessee or Lessor under any Applicable Legal Requirement).

(b) provide Lessor with such other information as Lessor may reasonably request, from time to time, to ensure Lessee's compliance with the terms of this Lease.

ARTICLE XV
LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

15.1 Lessor Representations and Warranties. As of the Effective Date, Lessor represents and warrants the following to Lessee.

(a) Lessor has the legal capacity to enter into and perform this Lease.

(b) The execution, delivery and performance of this Lease has been duly authorized by all necessary action on the part of Lessor, and each Person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor. This Lease has been duly executed and delivered by Lessor and, assuming due authorization, execution and delivery hereof by Lessee, constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except as enforceability may be affected by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws affecting creditor's rights generally and by the application of equitable principles.

(c) Neither the execution and delivery of this Lease by Lessor, nor compliance by Lessor with the terms hereof will (i) conflict with or violate any constitutive documents of Lessor, (ii) violate, breach or constitute a default (with or without the giving of notice or lapse of time or both) under any material agreement to which Lessor is party or by which it or its properties or assets may be affected, or (iii) violate any law, rule or regulation applicable to Lessor. No consent from any Person (other than those which have been obtained) is required in connection with the due authorization, execution, delivery and performance of this Lease by Lessor.

(d) There is no pending or, to Lessor's knowledge, threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessor or its properties wherein any unfavorable decision, ruling, or finding could reasonably be expected to affect the validity or enforceability of this Lease, Lessor's ability to carry out its obligations hereunder or Lessee's Permitted Use.

(e) None of the documents or other written or other information furnished by or on behalf of Lessor to Lessee or Lessee's agents pursuant to this Lease contains or will contain, to the Lessor's knowledge, any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

(f) Lessor is the record owner of the Building(s) and Property, subject to any easements, restrictions, encumbrances and any other record title matters as set forth on Exhibit C, which would not adversely affect Lessee's Permitted Use during the Term.

ARTICLE XVI
NO WAIVERS

16.1 No Implied Waivers – Remedies Cumulative. No covenant or agreement of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such duly authorized Party's agent. Consent or approval of Lessor or Lessee to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Lease to obtain consent or approval for any other act or matter. Lessor or Lessee may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Lessor or Lessee from any other remedy it might have, either at law or in equity, except as otherwise provided in this Lease.

ARTICLE XVII
MISCELLANEOUS

17.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Lease shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt or rejection and shall be sent by any of the following methods: Email with confirmation of receipt; hand delivery; reputable overnight courier (which shall include Federal Express); or certified mail, return receipt requested.

The communications shall be sent to the addresses set forth on page one.

With a copy to Lessee's counsel:	Bethany Bartlett c/o Kearsarge Energy 1380 Soldiers Field Road, Suite 3900 Boston, Massachusetts 02135
With copies to Lessor's counsel:	Diane M. Gorrow c/o Soule, Leslie, Kidder, Sayward & Loughman 220 Main Street Salem, New Hampshire 03079

Any Party may change its address and contact Person for the purposes of this Section by giving notice thereof in the manner required herein.

17.2 Severability. If any provision of this Lease is held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged shall be deemed separate, severable and independent and the remainder of this Lease will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Lease and the benefits to the Parties are not substantially impaired.

17.3 Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by, and construed and enforced, in accordance with the laws of the State of New Hampshire without regard to its principles of conflicts of law.

17.4 Dispute Resolution; Consent to Jurisdiction.

(a) The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

(b) In the event of a dispute, the sole venues for judicial enforcement hereof shall be any state or federal court in the State of New Hampshire in which jurisdiction properly lies. Each Party hereby consents to and accepts the exclusive jurisdiction and venue of such courts, waives any defense of forum non conveniens.

(c) Injunctive relief from such court may be sought to prevent irreparable harm that would be caused by a breach of this Lease.

(d) 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 or legal costs and fees, including, but not limited to, reasonable attorneys' fees, experts' fees and travel expenses even, if not awarded by the court.

17.5 Entire Lease. This Lease (including its exhibits), the Notice of Lease (defined below), the discharge of Notice of Lease and any consents from any mortgagees of the Property and Subordination and Non-Disturbance Agreements from any mortgagees of the Property, contain the entire agreement between Lessee and Lessor with respect to the subject matter hereof and thereof, and supersede all other understandings or agreements, both written and oral, between the Parties relating to such subject matter.

17.6 Headings and Captions. The headings and captions in this Lease are intended for convenience of reference only, do not form a part of this Lease, and shall not be considered in construing this Lease.

17.7 No Joint Venture. Each Party will perform all obligations under this Lease as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties other than that of lessor and lessee. The obligations of the Lessee and Lessor hereunder are individual and neither collective nor joint in nature.

17.8 Joint Work Product. This Lease shall be considered the work product of both Parties hereto, and, therefore, no presumption or rule of strict construction shall be applied against either Party.

17.9 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Lease, including, without limitation, all attorneys' fees and expenses.

17.10 No Broker. Lessee and Lessor each represents and warrants to the other that it has not dealt with any broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Lessee or Lessor predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend or pay the same.

17.11 Amendments; Binding Effect. This Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Lease or their respective successors in interest. This Lease runs with the Property and the Building(s), inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

17.12 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall, together, constitute one and the same agreement. This Lease may be delivered via fax or email, and any counterpart so delivered shall be treated for all purposes as an original.

17.13 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns. Except as expressly set forth in this Lease, nothing herein shall be construed to create any duty to, standard of care with reference to, liability to, or benefit for any other Person.

17.14 Further Assurances. Each Party shall execute, acknowledge and deliver such documents and assurances, and take such other action consistent with the terms of this Lease that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated hereby and thereby and otherwise in furtherance of the purposes hereof and thereof, provided same do not increase the obligations or the liabilities.

17.15 Good Faith. All rights, duties and obligations established by this Lease shall be exercised in good faith.

17.16 Estoppel. From time to time, but in no event more than three (3) times in any calendar year, upon written request by either Party or its lenders, or Financier, the other Party will provide within ten (10) Business Days of receipt thereof, a commercially reasonable estoppel certificate attesting, to the knowledge of such Party, of the other Party's compliance with the terms of this Lease or detailing any known issues of noncompliance, together with such other matters as reasonably requested.

17.17 Notice of Lease. The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record a Notice of Lease ("Notice of Lease") with the appropriate registry of deeds where the Property is located identifying the Lease Area, Appurtenant Rights, Term and such other commercially reasonable terms. Recordation of the Notice of Lease shall be at Lessee's sole cost and expense.

17.18 Mediation. Any disputes between Lessor and Lessee relating to this Lease shall be submitted to mediation before a mutually agreeable mediator with Lessor and Lessee each paying one-half of the mediation costs. If the dispute is not resolved by mediation, the parties may pursue any available legal remedies.

[Signature page to follow]

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

Lessee:

KEARSARGE PELHAM LLC

By:_____
Name: Andrew J. Bernstein
Title: Manager duly authorized

Lessor:

PELHAM NEW HAMPSHIRE SCHOOL DISTRICT

_____
Name: _____
Title: Manager duly authorized

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 59 and 61 Marsh Road, Pelham, NH

The Lease Area is a portion of the following Property:

Parcel I

A certain tract or parcel of woodland situate in the aforesaid Pelham, containing nineteen and one-half acres, more or less, being the same premises set forth in Deed dated March 26, 1783, recorded with the Hillsborough County Registry of Deeds in Book 119, Page 534., approximately described as follows:

A certain piece of land in Pelham of force containing 17 anchors and 1/2 bounded as follows (viz);

Beginning in a heap of stones on a rock in a ledge at the southwest corner of the premises, being Ezekiel Merrill Northwest corner, and from thence

North 72 1/° E 99 1/4 poles to a stake and stones and thence

North 56° E 71 poles to a stake and stones and thence

South 12° W 85 poles to a stake and stones on the aforesaid Merrill's line and thence by said line to the bound first mentioned about 54 1/4 poles.

Also one other tract of woodland situate in said Pelham, containing one acre and a half more or less, being the same premises set forth in Deed dated March 13, 1797, recorded with the Hillsborough County Registry of Deeds in Book 233, Page 238 approximately described as follows:

A certain parcel of land in Pelham containing about 1 acre and 1/2 be the same more or less, bounded as follows, beginning at a stake and stones by the wall on the line of said Noyes and said Smith's thence southeasterly, southerly and southwesterly as the wall stands to the aforesaid line of Noyes and Smith to a stake and stones, thence northerly on said line to the bound first mentioned

And one other tract of woodland situate in said Pelham, containing thirty-one acres, more or less, being the same premises set forth in Deed dated December 22, 1788, recorded with the Hillsborough County Registry of Deeds in Book 124, Page 543 approximately described as follows:

A certain tract of land situate in Pelham, aforesaid containing 31 acres and 3/4 of an acre it being and lying on the northerly side of Golden Brook so called and southerly side of Stratham Heath's land and bounded as follows,

Beginning at a stake and stones by the land of Abraham Heath from thence
Northeasterly by the land of Abraham Heath 19 poles and 1/4 to a heap of stones at an old pine fallen and thence more southerly by his land 12 poles to a stake and stones from thence nearly south by the land of Amos Geiger& William Simpson 35 poles a stake and stones by a wall from thence

Southeasterly by the end of Amos Geiger & William Simpson about 62 poles and a half to a stake and stones at John Tallant's Meadow from thence

Westerly or somewhat southwesterly 17 poles and a half by John Tallant's meadow to pine stump 16 poles then southerly by land of Jacob Butler to a heap of stones nearby said Butler's land about 55 poles till it comes to the land of the Revd. Amos Moody to a stake and stones from thence

Northwesterly by said Moody's land about eight poles to two small black oaks from thence a little Westerly upon John Smith, to the bound first mentioned

Also another piece of land adjoining upon Abraham, Heath land, beginning at a heap of stones on a rock at Amos Moody's most northerly corner of said farm, thence northwesterly about 25 poles by Heath's land to a heap of stones on a rock, and thence easterly about two poles to a stake and stones southerly by John Smith's own land to the bound first mentioned, including the same.

Parcel II

A certain tract or parcel of land situated in Pelham, Hillsborough County, New Hampshire, being shown on plan of land entitled "Plan of Land located in Pelham, New Hampshire" prepared for Hudson-Pelham School District, scale: 1"=1100', July 10, 1972, prepared by Essex Survey Service, Inc., 47 Federal Street, Salem, Massachusetts, revised August 14, 1972, and according to said plan bounded and described as follows:

Beginning at the southeast corner of the premises at a point on the easterly line of Marsh Road, at a drill hole in a stone wall and at land now or formerly of Bogush; thence

North 22°11'50" east one hundred ninety-nine and 78/100 (199.78) feet to a point; thence

North 21° 28'34" east one hundred seventeen and 11/100 (117.31) feet to a point; thence

Continuing northeasterly seventy-one and 51/100 (71.51) feet to a point; thence

North 39°16'13" east thirty-six (36) feet to a point; thence

North 40°27'13" east forty-nine and 02/100 (49.02) feet to a point; thence

North 45°8'43" east sixty-four and 77/100 (64.77) feet to a portion of a stone wall; thence

North 56° 32' 42" east three hundred forty-four and 34/100 (344.34) feet to a stone bound (all previous courses being by the easterly line of Marsh Road); thence

South 43°55'43" east five hundred fourteen and 05/100 (514.05) feet by land now or formerly of Rossi to a stone bound; thence

North 45°37'29" east seven hundred fifty-five and 91/100 (755.91) feet by land of Rossi and Sikut to a stone bound; thence

North 21°24'56" west one hundred fourteen and 46/100 (114.46) feet by land of Sikut to a point; thence

North 57°48'58" east three hundred twelve and 62/100 (312.62) feet by land now or formerly of Lovely to a point; thence

South 21°29’08” east one hundred forty-eight and 50/100 (148.50) feet by a stone wall to a drill hole in the wall; thence

South 21° 13’29” east three hundred thirty and 89/100 (330.89) feet by stone wall to a drill hole in the wall; thence

South 21°17’49” east four hundred forty-nine and 53/100 (449.53) feet by a stone wall to a drill hole in the wall; thence

South 21°23’44” east four hundred sixteen and 42/100 (416.42) feet by a stone wall and then to a ditch; thence

South 0°54’50” east two hundred fifty-four and 28/100 (254.28) feet by the ditch to a point; thence

South 2°22’08” west sixty-four and 73/100 (64.73) feet to an iron pipe; thence

South 14°23’15” west one hundred seventy-two and 97/100 (172.97) feet by a ditch to an iron pipe; thence

South 13°38’11” west two hundred ninety-nine and 17/100 (299.17) feet by a ditch to an iron pipe; thence

South 15°05’16” west ninety-six and 22/100 (96.22) feet by a ditch to a point; thence

North 75°08’07” east ninety-five and 60/100 (95.60) feet to a point; thence

North 89°08’35” east twenty-six and 85/100 (26.85) feet to a point; thence

South 71°10’20” east three hundred fourteen and 8/10 (314.8) feet by a fence to a point; thence

Continuing southeasterly sixty (60) feet, more or less, to Beaver Brook; thence

Southwesterly by the Brook seven hundred eighty-five (785) feet, more or less, to a point on the east line of Willow Street; thence

Northwesterly by the east line of Willow Street two hundred fifty-nine (259) feet, more or less, to the end of a stone wall; thence

North 60°47’29” west three eighty-seven and 96/100 (387.96) feet by a stone wall to a drill hole in the wall; thence

North 57°41’26” west nine hundred thirty-four and 73/100 (934.73) feet by land now or formerly of Matses, Collings, and Nesky to a point; thence

North 13°15’45” east one hundred thirty-two (132) feet, more or less, to a point; thence

North 7°14’15” west four hundred forty-five and 5/10 (445.5) feet partially by a stone wall to a drill hole in the wall; thence

North 76°49’30” west two hundred eighty and 94/100 (280.94) feet to a bend in the wall; thence

North 64°04’00” west four hundred nineteen and 58/100 (149.58) feet by a stone wall to a point; thence

North 63°48’19” west one hundred thirty-one and 57/100 (131.57) feet by a stone wall to the point of beginning.

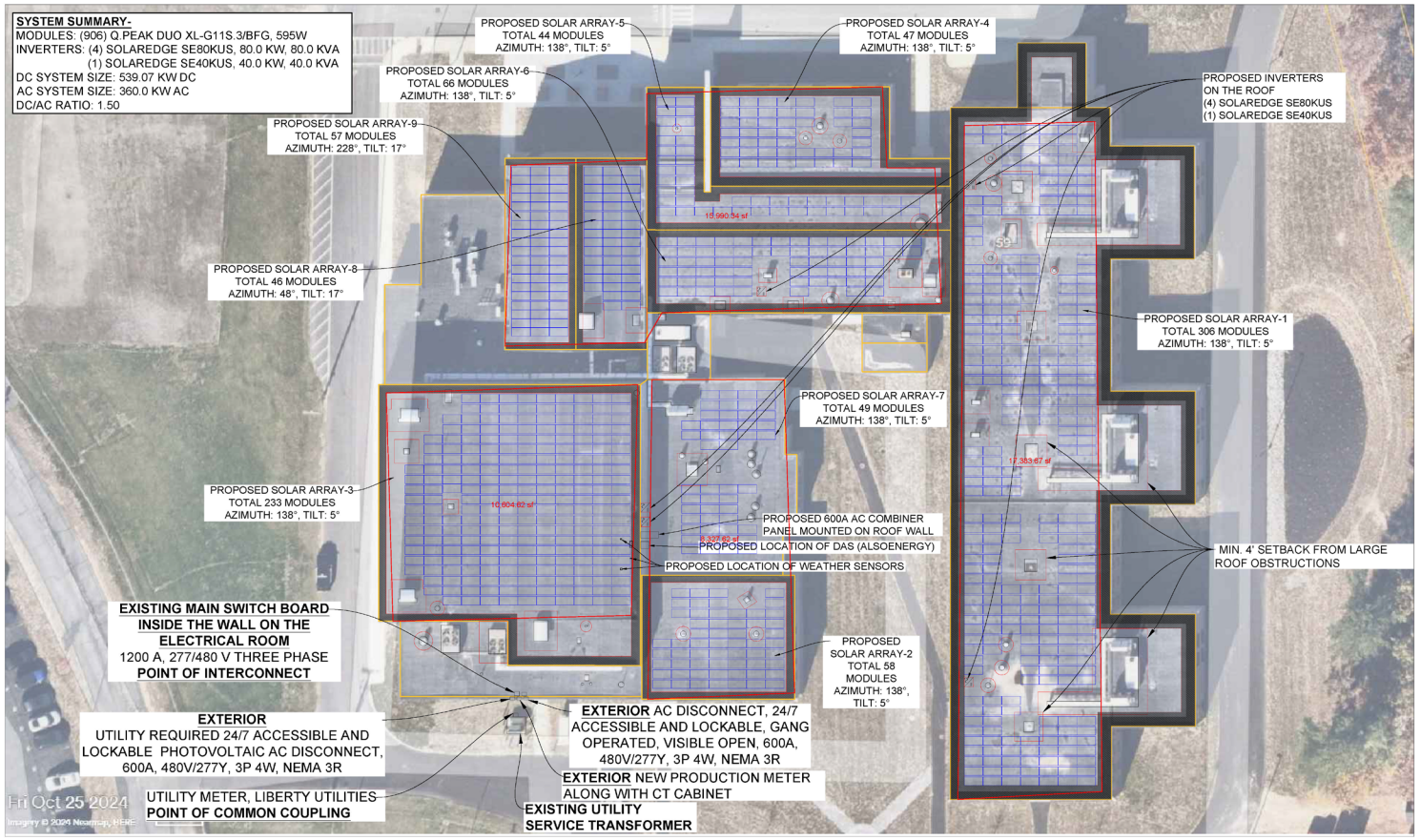
Containing 72.24 acres, more or less, according to said plan.

EXHIBIT A-1

Exhibit A-1 consists of the following plan
(see next page)

Current estimated System size:

Memorial School, 59 Marsh Road, 360 kW AC; 539 kW DC



DISTANCES ARE PROVIDED FOR CONVENIENCE ONLY.
A LICENSED SURVEYOR MUST BE RETAINED TO
CONFIRM ALL LOCATIONS PRIOR TO CONSTRUCTION.

PV ARRAY-1 TO PV ARRAY-7 (FLAT ROOF)
RACKING: UNIRAC RM5 BALLAST
AZIMUTH: 138°, TILT = 5°
INTRA ROW SPACING = 7.5"
MODULE-MODULE SPACING IN A ROW = 1"

PV ARRAY-8 & PV ARRAY-9 (PITCHED ROOF)
RACKING: SNAP N RACK RAIL MOUNT
AZIMUTH: 48°, TILT = 17° (ARRAY-8)
AZIMUTH: 228°, TILT = 17° (ARRAY-9)
MODULE-MODULE SPACING IN A ROW = 1"

1
PV-03

SITE PLAN

SCALE : 1" = 20'-0"

H2DC PLLC
Professional Electrical Engineering
HURRICANE HILL DEVELOPMENT COMPANY PLLC
1042 HURRICANE HILL ROAD
MASON, NH 03048-1726
PHONE: 603-887-1726 (OFFICE)
WEB: WWW.H2DC.COM

REVISIONS

DESCRIPTION	DATE	REV
IFC SET	12/23/2024	0

SIGNATURE WITH SEAL

STATE OF NEW HAMPSHIRE MICHAEL A. ENGLISH No. 12794 LICENSED PROFESSIONAL ENGINEER

NH-COA # 1973
SEALED ON 11/26/2024
H2DC PLLC
MIKE@H2DC.COM
ELECTRICAL ONLY

CLIENT INFORMATION

KEY SOLAR

KEY SOLAR LLC

50 DEPOT ROAD,
UXBRIDGE, MA 01569

PROJECT INFORMATION

SOLAR PV ROOFTOP SYSTEM

SYSTEM SIZE:
539.07 KW DC, 360.0 KW AC

TOTAL MODULES:
(906) Q.PEAK DUO XL-G11S.3 595W

PELHAM MEMORIAL SCHOOL
59 MARSH RD.
PELHAM, NH - 03076

DESIGNED BY	SR
CHECKED BY	SR
APPROVED BY	MM

SHEET NAME

SITE PLAN

SHEET SIZE

ARCH D
24" X 36"

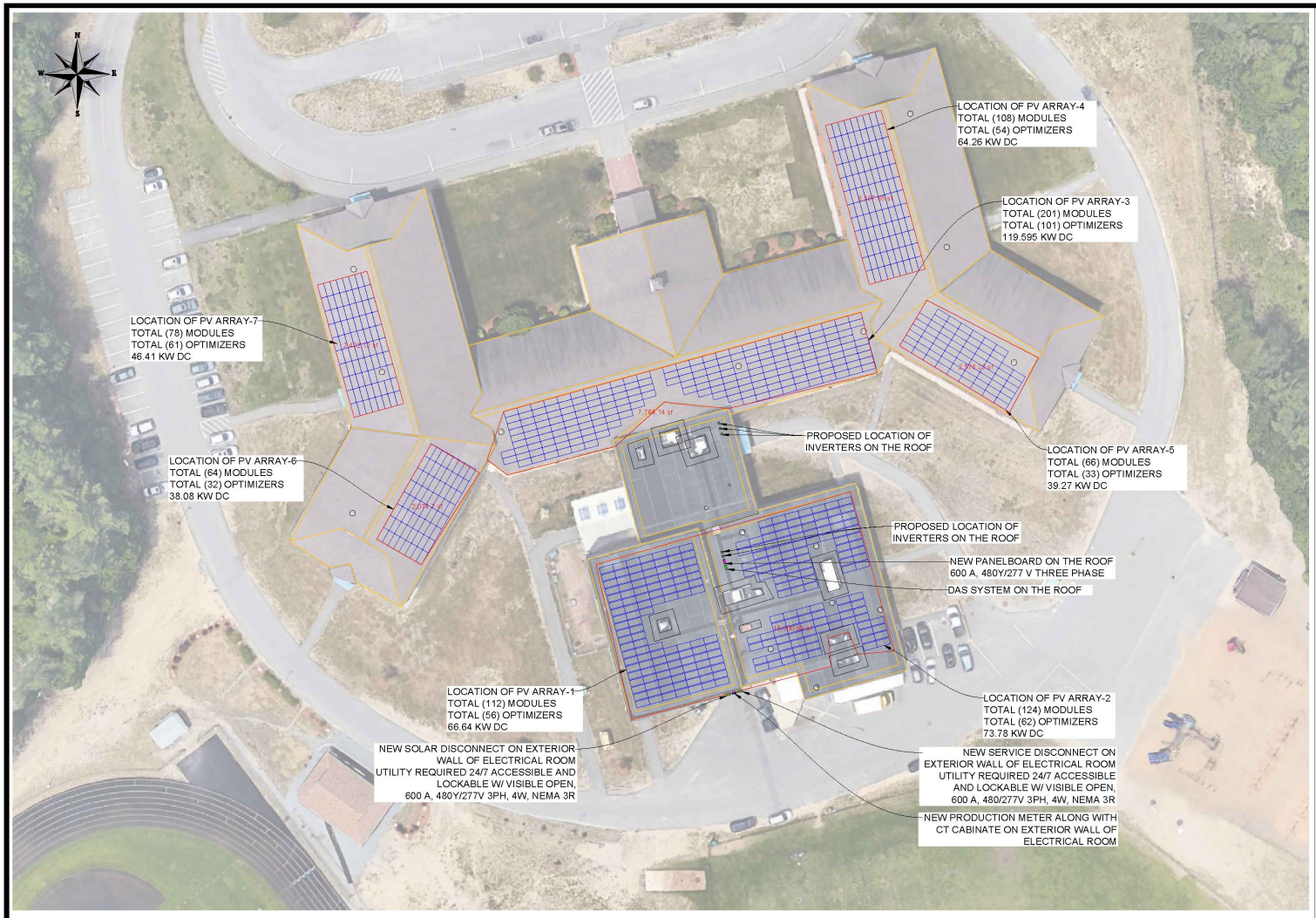
SHEET NUMBER

PV-03

Exhibit A-1 consists of the following plan
(see next page)

Current estimated System size:

Elementary School, 61 Marsh Road, 300 kW AC; 448 kW DC



1
PV-03

SITE PLAN

0 25' 50'

SCALE : 1" = 25'-0"

DISTANCE ARE PROVIDED FOR CONVENIENCE ONLY. A LICENSED SURVEYOR MUST BE RETAINED TO CONFIRM ALL LOCATION PRIOR TO CONSTRUCTION.

H2DC PLLC
Professional Electrical Engineering

HURRICANE HILL DEVELOPMENT COMPANY PLLC
1042 HURRICANE HILL ROAD
MASON, NH 03048-1726
PHONE: 603-887-1726 (OFFICE)
WEB: WWW.H2DC.COM

REVISIONS

DESCRIPTION	DATE	REV
IFC SET	01/27/2025	0

SIGNATURE WITH SEAL

NH-COA # 1973
SEALED ON 12/31/2024
H2DC PLLC
MIKE@H2DC.COM
ELECTRICAL ONLY

CLIENT INFORMATION

KEY SOLAR

KEY SOLAR LLC

50 DEPOT ROAD, UXBRIDGE, MA 01569

PROJECT INFORMATION

448.035 KW DC
300.00 KW AC

SOLAR ROOFTOP SYSTEM AT

PELHAM ELEMENTARY SCHOOL
61 MARSH RD,
PELHAM, NH 03076

DESIGNED BY	SR
CHECKED BY	MM
APPROVED BY	MM

SHEET NAME

SITE PLAN

SHEET SIZE

ARCH D
24" X 36"

SHEET NUMBER

PV-03

EXHIBIT B

[Reserved]

EXHIBIT C

MORTGAGES AND LIENS UPON THE PROPERTY

As of February 15, 2025:

1. Liens for taxes and assessments which become due and payable subsequent to the date hereof.

2. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not appearing in the Public Records.

3. Amending Right of Way Agreement from Pelham School District to Tennessee Gas Pipeline Company dated May 20, 1981, recorded in Book 2845, Page 25 and Amending Right of Way Agreement from Pelham School District to Tennessee Gas Pipeline Company dated January 22, 2001, Book 6389, Page 668.

4. Easement from the Pelham School District a/k/a The School District of the Town of Pelham to Granite State Electric Company dated June 25, 2009, recorded in Book 8118, Page 713.

5. Agreement by and between Pelham School District to Pennichuck Water Works, Inc. dated October 24, 2012, recorded in Book 8595, Page 1437.

6. Easement by and between Pelham School District and Liberty Utilities (Granite State Electric) Corp. dated April 5, 2017, recorded in Book 8963, Page 1628.

7. License Agreement between Pelham School District and the Town of Pelham dated June 28, 2017, recorded in Book 9020, Page 1040.

8. Easement from Pelham School District and Liberty Utilities (Energynorth Natural Gas) Corp. dated September 5, 2018, recorded in Book 9125, Page 1531.

9. Permanent Easement Deed from Pelham School District to the Town of Pelham dated April 3, 2019, recorded in Book 9175, Page 2265.

10. Easement by and between Pelham School District and Liberty Utilities (Granite State Electric) Corp. dated November 3, 2021, recorded in Book 9566, Page 364.

11. Encroachment Agreement by and between Tennessee Gas Pipeline Company L.L.C. and Pelham School District dated September 23, 2022, recorded in Book 9655, Page 2188.

12. Easement from Pelham School District to Consolidated Communications of Northern New England Company LLC and Liberty Utilities/Energy Efficiency dated July 19, 2022, recorded in Book 9657, Page 2106.

13. Agreement by and between Pelham School District to Pennichuck Water Works, Inc. dated July 22, 2009, recorded in Book 8155, Page 1713.

EXHIBIT D
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT dated the [ ] day of [ ], 20__ among [_____], a [ ] duly organized and existing under the laws of [_____] having its principal place of business at [ ] ("Lender"); [_____, a _____ duly organized and existing under the laws of [_____] having its principal place of business at [_____] ("Landlord") and [_____, a _____ duly organized and existing under the laws of [_____] having its principal place of business at [_____]("Tenant").

WITNESSETH:

WHEREAS, Tenant has entered into a lease with Landlord dated the(hereinafter referred to as the "Lease") leasing certain premises in_____, (the "Premises") as more particularly described in said Lease, and

WHEREAS, Lender is the holder of a certain Note in the sum of $[ ] secured by a first mortgage lien (the "Mortgage") upon premises of which the leased premises [are a portion], the lien of said [ ] being prior to the Tenant's leasehold estate, and

WHEREAS, Tenant desires to be assured of the continued use and occupancy of the premises under the terms of said Lease, and

WHEREAS, Lender agrees to such continued use and occupancy by Tenant provided that by these presents Tenant agrees to recognize and attorn to Lender of purchaser in the event of foreclosure or otherwise.

NOW, THEREFORE, in consideration of the promises and the sum of $100.00 by each party in hand paid to the other, receipt of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. In the event it should become necessary to foreclose the said Mortgage or Lender should otherwise come into possession of the Premises, Lender will not join Tenant under said Lease in summary or foreclosure proceedings and will not disturb the use and occupancy of Tenant under said Lease so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease beyond any applicable cure period; and has not prepaid the rent except [monthly] in advance as provided by the terms of said Lease (although absent another default, Tenant's rights hereunder shall not be disturbed due to any such prepayment, but Tenant shall not be entitled to credit therefor).

2. The Lease is and shall be subject and subordinate to the provisions and lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal amount and other sums secured thereby and interest thereon; however, certain photovoltaic solar energy generating equipment, including any modifications or substitutions thereto, (the "Equipment"), shall be considered Tenant's personal property and not a fixture on the Premises. Tenant's interest in the Equipment shall be and at all times remain free

of any lien or charge by the Mortgage and free of any right, title, or interest of Lender. Lender intentionally and unconditionally waives, relinquishes and subordinates the priority and superiority of the Lender's right and interest to the Premises thereunder to the lien or charge of the Tenant in the Equipment, and any and all extensions, renewals, modifications or replacements thereof.

3. Tenant agrees that in the event any proceedings are brought for the foreclosure of any such Mortgage it will attorn to the purchaser of such foreclosure sale and recognize such purchaser as the landlord under said Lease accruing from and after the date of such foreclosure. Said purchaser by virtue of such foreclosure to be deemed to have assumed and agreed to be bound, as substitute Landlord, by the terms and conditions of said lease until the resale or other disposition of its interest by such purchaser, except that such assumption shall not be deemed of itself an acknowledgment of such purchaser of the validity of any then existing claims of Tenant against the prior Landlord. All rights and obligations herein and hereunder to continue as though such foreclosure proceedings had not been brought, except as aforesaid. Tenant agrees to execute and deliver to any such purchaser such further assurance and other documents, including a new lease upon the same terms and conditions as the said lease, confirming the foregoing as such purchaser may reasonably request. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect the said Lease and the obligations of Tenant thereunder by reason of any such foreclosure proceeding.

4. Landlord authorizes and directs Tenant to honor any written demand or notice from Lender instructing Tenant to pay rent or other sums to Lender rather than Landlord (a "Payment Demand"), regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Lender and shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Tenant to Lender or in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease.

5. The provisions of this Agreement are binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

[Lender]

By: _____
Name:
Title:

_____ OF _____

COUNTY OF _____, ss. _____, 20__

Then personally appeared before me, the undersigned notary public, the above-named _____, the _____ of [**Lender**], proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument was signed voluntarily, and as his/her free act and deed on behalf of [**Lender**].

_____
Notary Public
My Commission Expires:

[TENANT]

By: _____
Name:
Title:

_____ OF _____

COUNTY OF _____, ss. _____, 20__

Then personally appeared before me, the undersigned notary public, the above-named _____, the _____ of [**Tenant**], proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument was signed voluntarily, and as his/her free act and deed on behalf of [**Tenant**].

_____
Notary Public
My Commission Expires:

[LANDLORD]

By: _____
Name:
Title:

_____ OF _____

COUNTY OF _____, ss. _____, 20__

Then personally appeared before me, the undersigned notary public, the above-named _____, the _____ of [**Landlord**], proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument was signed voluntarily, and as his/her free act and deed on behalf of [**Landlord**].

_____
Notary Public
My Commission Expires:

EXHIBIT E

TERMINATION PAYMENT SCHEDULE DUE FROM LESSOR TO LESSEE

Memorial Termination Schedule

Year	Termination Value at Start of Year ($)
1	$ 2,068,730
2	$ 2,032,097
3	$ 1,882,355
4	$ 1,731,619
5	$ 1,579,733
6	$ 1,429,616
7	$ 1,148,710
8	$ 1,133,514
9	$ 1,093,483
10	$ 1,051,786
11	$ 1,008,261
12	$ 962,737
13	$ 915,043
14	$ 865,001
15	$ 812,427
16	$ 739,806
17	$ 683,323
18	$ 623,541
19	$ 560,261
20	$ 493,272
21	$ 422,352
22	$ 347,265
23	$ 267,760
24	$ 183,571
25	$ 94,417

Elementary Termination Schedule

Year	Termination Value at Start of Year ($)
1	$ 1,684,442
2	$ 1,654,970
3	$ 1,531,425
4	$ 1,407,074
5	$ 1,281,791
6	$ 1,157,929
7	$ 925,872
8	$ 913,453
9	$ 881,216
10	$ 847,634
11	$ 812,574
12	$ 775,900
13	$ 737,474
14	$ 697,153
15	$ 654,788
16	$ 596,414
17	$ 550,879
18	$ 502,684
19	$ 451,669
20	$ 397,664
21	$ 340,491
22	$ 279,957
23	$ 215,862
24	$ 147,991
25	$ 76,117

TERMINATION PAYMENT SCHEDULE DUE FROM LESSEE TO LESSOR

PELHAM ELEMENTARY SCHOOL

Year	Savings/Revenues	Early Termination Value
1	$3,347	$115,742
2	$3,740	$117,024
3	$4,135	$117,965
4	$4,531	$118,549
5	$4,929	$118,760
6	$5,330	$118,581
7	$5,732	$117,994
8	$6,137	$116,981
9	$6,543	$115,524
10	$6,951	$113,602
11	$7,362	$111,195
12	$7,774	$108,281
13	$8,188	$104,839
14	$8,605	$100,844
15	$9,023	$96,273
16	$9,444	$91,100
17	$9,866	$85,300
18	$10,291	$78,846
19	$10,718	$71,709
20	$11,147	$63,859
21	$11,578	$55,266
22	$12,011	$45,899
23	$12,446	$35,724
24	$12,884	$24,706
25	$13,323	$12,811
TOTAL	$206,037	

PELHAM MEMORIAL SCHOOL

Year	Savings/Revenues	Early Termination Value
1	$4,554	$145,767
2	$5,016	$147,043
3	$5,480	$147,909
4	$5,946	$148,346
5	$6,415	$148,333
6	$6,886	$147,852
7	$7,359	$146,880
8	$7,834	$145,397
9	$8,312	$143,378
10	$8,793	$140,801
11	$9,275	$137,640
12	$9,760	$133,871
13	$10,248	$129,465
14	$10,737	$124,396
15	$11,230	$118,635
16	$11,724	$112,150
17	$12,221	$104,912
18	$12,721	$96,887
19	$13,223	$88,042
20	$13,727	$78,341
21	$14,234	$67,747
22	$14,744	$56,223
23	$15,256	$43,728
24	$15,770	$30,222
25	$16,287	$15,661
TOTAL	$257,752	

GENERAL TERMS AND CONDITIONS OF

ENERGY CREDIT PURCHASE AGREEMENT

These General Terms and Conditions of Energy Credit Purchase Agreement (the "General Conditions") are dated as of __ day of March 2025 and are between Kearsarge Solar LLC, a Massachusetts limited liability company ("Provider") and Pelham School District, New Hampshire, a municipal corporation ("Buyer"), as evidenced by their respective signatures on the last page of this document. Provider and Buyer may be referred to herein individually as a "Party" and collectively as the "Parties".

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means these General Conditions (including the Exhibits attached hereto) and the Special Conditions (including the Schedules and Exhibits thereto).

"Anticipated Commercial Operation Date" has the meaning set forth on Schedule 1 of the Special Conditions.

"Anticipated Construction Start Date" has the meaning set forth on Schedule 1 of the Special Conditions.

"Applicable Law" means, with respect to any Person, this Agreement, the Electricity, the System, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 11.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has: (A) applied for or consented to the appointment of, or been made subject to, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding up, or the composition or readjustment of its debts, or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued

undefended, or any order, judgment or decree approving or ordering any of the foregoing shall have been entered and continue unstayed and in effect for a period of sixty (60) days.

"Billing Cycle" means the monthly billing cycle established by the LDC with respect to the Interconnection Customer.

"Business Day" means any day other than Saturday, Sunday or a New Hampshire legal holiday.

"Buyer" has the meaning set forth in the preamble to these General Conditions.

"Buyer Default" has the meaning set forth in Section 9.2(a).

"Commercial Operation" has the meaning set forth in Section 3.3.

"Commercial Operation Date" is the date specified in the notice delivered by Provider to Buyer pursuant to Section 3.3.

"Competitive Supplier" means a third-party competitive energy supplier that is not the LDC.

"Confidential Information" has the meaning set forth in Section 13.1.

"Covenants, Conditions and Restrictions" or "CCRs" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Delivery Point" means the Interconnection Customer Metering Device.

"Effective Date" has the meaning set forth in the Special Conditions.

"Electricity" means the actual and verifiable amount of electricity (AC) generated by the System and delivered to Buyer at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Metering Device and that conforms to Applicable Legal Requirements. Electricity shall not include any electricity consumed by the System.

"Electricity Price" means the price for Electricity set forth on Schedule 2 of the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) financial based incentives under any federal or state initiatives, (ii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iii) Renewable Energy Certificates, or any similar credits under the laws of the State of New Hampshire or any other jurisdiction, (iv) tax credits, incentives or depreciation allowances established under any federal or State law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Electricity generated by the System during the Term and in which Provider has good and valid title. "Environmental Attributes" do not include any attribute, credit, allowance, entitlement, product or other benefit that inures solely to Buyer only because Buyer is a municipality.

"Environmental Incentives" means any credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the LDC, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority; provided that Environmental Incentives shall not include any of the above that, by their terms, are only available to Buyer because Buyer is a municipality.

"Estimated Annual Production" has the meaning set forth in Section 4.2.

"Financing Party" means, as applicable, (i) any institutional lender or investor (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any institutional lender or investor (or its agent) that has made or will make a loan to or otherwise provide debt or equity financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 8.1.

"General Conditions" has the meaning set forth in the preamble to these General Terms and Conditions of Energy Credit Purchase Agreement.

"Good Industry Practice" means the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the solar generation industry in the operation and maintenance of equipment similar in size and technology) that, at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, regulation, reliability, safety, environmental protection, economy and expedition.

"Governmental Approval" means any approval, consent, franchise, permit, agreement, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority. Governmental Approval includes any required land use approvals.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, or any department, commission, agency, board, bureau, or other administrative, regulatory or judicial body of any such government. "Governmental Authority" shall also include any independent electric system operator.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, ad valorem, real property, personal property, sales, use, generation, privilege, occupation, consumption, excise, transaction, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, fines, penalties, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Premises, the System, Electricity and/or this Agreement.

"Guaranteed Annual Electricity Output" has the meaning set forth in Section 4.2.

"Indemnified Parties" has the meaning set forth in Section 14.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

"Interconnection Agreement" shall mean the single Interconnection Service Agreement entered into by the Provider with the LDC which authorizes the interconnection of the behind the meter System with the local distribution systems of LDC.

"Interconnection Customer" is as defined in the Tariff, defined below, and who, under this Agreement, shall be the Buyer.

"Knowledge" means (a) actual knowledge and (b) knowledge that should have been possessed by the individual consistent with Good Industry Practice but for such individual's negligence, recklessness or willful misconduct.

"LDC" means the regulated electric local distribution company that provides electric distribution and interconnection services to the System at the Premises and providing electric distribution services to Buyer.

"LDC System" means the electric distribution system operated and maintained by the LDC.

"Lease" means the Solar (PV) Electric Generating Facility Site Lease between the Parties dated on or about the date hereof.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, interest, fines, fees, penalties, reasonable costs and expenses (including all reasonable attorneys' fees and other costs and expenses incurred in defending any such claims or threatened claims or other matters or in asserting or enforcing any indemnity obligation).

"Metering Device(s)" means any and all utility revenue-grade quality meters, meter mounting equipment, and/or data acquisition equipment installed by Provider or the LDC at Provider's expense, in accordance with the Tariff for the registration, recording, and transmission of information regarding the amount of Electricity generated by the System and delivered to the LDC System.

"Monthly System Output" has the meaning set forth in Section 4.3.

"Net Energy Metering" shall have the meaning set forth in RSA 362-A:1-a, III-a and NHPUC 902.23, the New Hampshire net metering regulations, NHPUC 900, orders issued by the Public Utilities Commission relating to Net Metering, including but not limit to Order No. 26029, and the Tariff as defined below, each as may be amended.

"New Hampshire Public Utilities Commission" ("NHPUC") has general jurisdiction over electric, telecommunications, natural gas, water, and sewer utilities as defined in RSA 362:2 for issues such as rates, quality of service, finance, accounting, and safety.

"Operations Year" means each 12-month period beginning on the Commercial Operation Date and each anniversary thereof.

"Party" and "Parties" have the meanings set forth in the preamble to these General Conditions.

"Payment" has the meaning set forth in Section 4.3(b).

"Person" means an individual, general or limited partnership, corporation, municipal corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity, a Governmental Authority or any other entity of whatever nature.

"Premises" means the premises described in Schedule 1 of the Special Conditions.

"Production Shortfall" means the amount, expressed in kWh, by which the Estimated Annual Production in any Operations Year is less than the Guaranteed Annual Electricity Output for that Operations Year.

"Provider" has the meaning set forth in the preamble to these General Conditions.

"Provider Default" has the meaning set forth in Section 9.1(a).

"Renewable Energy Certificates" has the meaning set forth in RSA Chapter 362-F:6 of the New Hampshire Statutes in accordance with the Renewable Energy Portfolio Standard.

"Renewable Energy Portfolio Standard" has the meaning set forth in RSA Chapter 362-F:3.

"Representatives" has the meaning set forth in Section 13.1.

"Special Conditions" means the applicable Special Terms and Conditions of Energy Credit Purchase Agreement entered into by Provider and Buyer that references and incorporates these General Conditions.

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus one and one half percent (1.5%) and (b) the maximum rate allowed by Applicable Law.

"System" means each solar photovoltaic electric generating facility, including but not limited to the System Assets, that produces the Electricity sold and purchased under this Agreement.

"System Assets" means each and all of the assets of which the System is comprised, including Provider's solar energy panels, mounting systems, tracking devices, inverters, integrators and other related equipment and components installed on the Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, Metering Devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

"System Loss" means loss, theft, damage or destruction of the System or any portion thereof, or any other occurrence or event that prevents or materially limits the System from operating in whole or in significant part, resulting from or arising out of casualty, condemnation or Force Majeure.

"Tariff" means the tariffs of the LDC as approved by the NHPUC, including, but not limited to, the interconnection tariff and alternative net metering tariff.

"Term" has the meaning set forth in Section 2.1.

"Termination Payment" has the meaning set forth in the Lease.

"Termination Payment Schedule" has the meaning set forth in the Lease.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and

"without limitation by specification". The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement (the "Term") shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operation Date of the System, unless and until terminated earlier or extended pursuant to the provisions of the Agreement. Provider shall have the option, to extend the Term for one (1) period of five (5) years by mutual agreement of the Parties. Notwithstanding anything to the contrary in this ECPA, the termination of the ECPA shall result in the automatic and simultaneous termination of the Lease, unless the Buyer agrees otherwise in writing, in its sole discretion and on such terms as the Buyer and Provider may agree.

2.2 Buyer Right to Terminate the Agreement Prior to Anticipated Construction Start Date.

(a) Buyer, upon thirty (30) days' notice to Provider, may terminate this Agreement with no liability whatsoever if Provider fails to commence construction by March 1, 2026 unless such delay is caused by any Governmental Authority having jurisdiction, the LDC or Force Majeure Event, and provided that any such termination notice shall be null and void and this Agreement shall not terminate if Provider commences construction by the end of the thirty (30) day notice period.

2.3 Provider Right to Terminate the Agreement. Provider, upon thirty (30) days' notice to Buyer, may terminate this Agreement with no liability whatsoever if Provider:

(a) fails to obtain all permits, approvals, Governmental Approval in accordance with Applicable Law for the construction and operation of the System; and

(b) determines in its sole discretion at any time prior to the Anticipated Construction Start Date that development of the System is no longer feasible.

2.4 Buyer shall use best efforts to budget and appropriate the necessary funds to pay Provider per this Agreement. In the event no funds or insufficient funds are appropriated and budgeted for the Agreement as determined by Buyer's governing body in accordance with New Hampshire law, Buyer, shall not less than sixty (60) calendar days prior to the end of the fiscal period for which appropriations have been appropriated, notify Provider in writing of such occurrence. Buyer shall not exercise this nonappropriation clause for its convenience or to circumvent the requirements of this Agreement. This Agreement shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Buyer of any kind, except as to the portions of the Agreement for which funds have been appropriated and budgeted or are otherwise available, and except for any of Buyer's other obligations under the Agreement accruing or arising prior to such termination.

3. SYSTEM OPERATIONS.

3.1 Provider as Owner and Operator. The System will be owned by Provider and will be operated and maintained and, as necessary, repaired and removed by Provider at its sole cost and expense, consistent with Good Industry Practice.

3.2 Metering. Electricity generated by the System and delivered to Buyer will be measured by the Metering Device.

3.3 Commercial Operation. "Commercial Operation" shall occur when the System has been approved for full and continuous interconnected operation by the LDC. Provider shall send Buyer written notice of the Commercial Operation Date.

3.4 Compliance with Tariff. As of the Commercial Operation Date, Provider hereby represents and warrants that it holds the necessary site control, non-discretionary permits and approvals, rights with the LDC under the Interconnection Agreement and other rights required to apply for and receive Electricity on Buyer's LDC account.

3.5 Insurance, decommissioning/removal are provided in the Lease and incorporated herein.

4. PURCHASE AND SALE OF ELECTRICITY; TITLE.

4.1 Purchase and Sale Requirement. Provider agrees to sell to Buyer and Buyer agrees to purchase from Provider all of the Electricity generated by the System and used at the Premises and/or delivered to the LDC during the Term.

4.2 Guaranteed Annual Electricity Output. The average annual amount of Electricity delivered to the Delivery Point, calculated on a rolling three (3) year basis for each prior Operations Year ("Estimated Annual Production") is set forth on Schedule 4 of the Special Conditions, which is subject to an annual System degradation factor of one-half percent (.5%). The "Guaranteed Annual Electricity Output" of the System mean eighty percent (80%) of the Estimated Annual Production, after adjustment for factors beyond the Provider's control, including, but not limited to, LDC and/or Buyer caused downtime, Force Majeure Events or System Loss during an Operations Year. In the event of a Production Shortfall, Provider shall provide Buyer a billing credit for the difference in savings that Buyer would have realized but for the Production Shortfall, meaning to make the Buyer whole.

4.3 Price and Payment.

(a) Electricity Price. The Electricity Price shall be calculated as specified on Schedule 2 of the Special Conditions.

(b) Payment. Buyer shall pay to Provider a monthly payment (the "Payment") with respect to each monthly Billing Cycle of the Term equal to the product of (x) the Monthly System Output, times (y) the Electricity Price. The Monthly System Output shall mean the amount of kWh (AC) generated by the System for a Billing Cycle as measured by the Provider installed Metering Device as Electricity.

(c) Invoice. After the Commercial Operation Date, Provider shall invoice Buyer monthly for the Payment. The final invoice shall be for Electricity attributable to System production only through the last day of the Term.

(d) Time of Payment. Except with respect to amounts disputed pursuant to Section 4.3(f), Buyer shall pay all amounts due hereunder within thirty (30) days after Buyer's receipt of the applicable invoice.

(e) Method of Payment. Buyer shall make all payments under the Agreement by check or electronic funds transfer in immediately available funds to the account designated by Provider from time

to time. All payments that are not paid when due (other than payments that Buyer has disputed pursuant to Section 4.3(f)) shall bear interest accruing from the date due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 4.3(g) below, all payments made hereunder shall be non-refundable, made free and clear of any tax, levy, assessment, duties or other charges, and not subject to reduction, withholding, set-off, or adjustment of any kind.

(f) Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Buyer shall not be deemed in default under the Agreement with respect to the disputed amount and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. Buyer shall not be required to pay any amount disputed in good faith. If an amount disputed by Buyer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date due under such invoice until the date paid. If an amount paid by Buyer is subject to dispute and it is later determined that Buyer was not required to pay such amount, that amount shall accrue interest at the Stated Rate from the date paid and shall be returned to Buyer unless Buyer in writing authorizes Provider to retain that amount plus such interest as a credit against future amounts due under this Agreement.

(g) Intentionally blank

4.4 Environmental Attributes and Environmental Incentives. Buyer's purchase of Electricity does not include Environmental Attributes or Environmental Incentives. Buyer disclaims any right to Environmental Attributes or Environmental Incentives and shall, at the request of Provider, at no out of pocket cost to Buyer, execute any document or agreement reasonably necessary to confirm the intent of this Section 4.4.

4.5 Title to System. Throughout the duration of the Agreement, Buyer shall not dispute that Provider or Provider's Financing Party is the legal and beneficial owner of the System at all times, and that the System is the personal property of Provider or Provider's Financing Party.

5. GENERAL COVENANTS.

5.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall promptly notify Buyer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to materially adversely affect the System or its output.

(b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate in conformance with Good Industry Practice at all times.

(c) Governmental Approval. Provider shall obtain and maintain and secure at its sole cost all Governmental Approval required for the construction and operation of the System and to enable Provider to perform its obligations under this Agreement.

(d) Applicable Law. Provider shall comply in all material respects with all Applicable Law relating to the construction, operation and removal of the System. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria as are consistent with Good Industry Practice for photovoltaic solar system integrators in the United States.

5.2 Buyer's Covenants. Buyer covenants and agrees as follows:

(a) Buyer shall provide to Provider such documentation (including billing statements from the LDC), as it may have or can reasonably obtain and as may be reasonably needed in order for Provider to perform its obligations under this Agreement.

(b) NHPUC Program Matters. Buyer shall comply with any requirements specified on Schedule 6 of the Special Conditions that are necessary for the System to meet and maintain eligibility under the Tariff. Buyer agrees, at no out of pocket cost, to supply any information and complete any form that may be required to verify eligibility of the System to be eligible for Net Energy Metering under the Tariff, or as Provider may otherwise reasonably request to the extent reasonably necessary to perform its obligations under this Agreement.

(c) that there are no Covenants, Conditions and Restrictions affecting the Premises that would impact the System.

6. REPRESENTATIONS & WARRANTIES.

6.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or municipal or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its Knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Law.

6.2 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 5.1, AND THIS SECTION 6, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO BUYER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO BUYER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE

INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

7. TAXES AND GOVERNMENTAL CHARGES.

7.1 Provider shall be responsible for all income, gross receipts, ad valorem, or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership or operation of the System, including any tax on electric generation or electric generation equipment. Provider shall not be obligated for any taxes payable by or assessed against Buyer based on or related to Buyer's overall income or revenues.

8. FORCE MAJEURE.

8.1 Definition of Force Majeure Event. "Force Majeure Event" means any act or event that is beyond the reasonable control, and not the result of the fault or negligence, including from lack of Knowledge, of the affected Party, and which such Party has been unable to overcome with the exercise of due diligence. Subject to the foregoing conditions, "Force Majeure Event" shall include, without limitation, the following acts or events: (i) natural disaster, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes, including casualty unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement) and (v) acts, failures to act or orders of any kind of any Governmental Authority acting in their regulatory or judicial capacity. A Force Majeure Event shall not be based on the economic hardship of either Party or the Buyer's ability to procure Electricity at a greater economic value than set out in this Agreement.

8.2 Excused Performance; Tolling.

(a) Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 8 shall as soon as practicable (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of the Force Majeure Event, and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. Notwithstanding the foregoing, Buyer shall not be excused from making any payments for Electricity delivered to Buyer.

(b) If a Force Majeure Event occurs prior to the Commercial Operation Date, all milestone dates (*e.g.*, Anticipated Construction Start Date, Anticipated Commercial Operation Date), timeline-based deadlines, or similar requirements shall be tolled from the date of the notice of the Force Majeure Event until the date of the notice of the termination of the Force Majeure Event or, if earlier, six (6) months from the notice of the Force Majeure Event.

8.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected a Party's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then either Party shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the other Party, provided that the terminating Party shall have the right to withdraw such termination notice in the event that the Force Majeure Event ceases prior to the expiration of such ninety (90) day period.

9. DEFAULT.

9.1 Provider Defaults and Buyer Remedies.

(a) Provider Defaults. Subject to the provisions of Exhibit A, the following events shall be defaults with respect to Provider (each, a "Provider Default"):

(i) a Bankruptcy Event shall have occurred with respect to Provider;

(ii) Provider fails to pay Buyer any amount owed under the Agreement (other than amounts disputed in good faith) within fifteen (15) days from receipt of notice from Buyer of such past due amount; or

(iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Buyer's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and diligently pursue a cure within such thirty (30) day period if a longer cure period is needed; provided, however, that Provider shall not be entitled to a cure period in excess of ninety (90) days in total.

(b) Buyer's Remedies. If a Provider Default has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 10 and the provisions of Exhibit A, Buyer may terminate the Agreement (without the payment of any Termination Payment) and the Lease and exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Buyer shall use reasonable efforts to mitigate its damages.

9.2 Buyer Defaults and Provider's Remedies.

(a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):

(i) a Bankruptcy Event shall have occurred with respect to Buyer;

(ii) Buyer fails to pay Provider any amount due Provider under the Agreement (other than amounts disputed in good faith pursuant to Section 4.3(f)) within fifteen (15) days from receipt of notice from Provider of such past due amount; or

(iii) Buyer breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Buyer fails to so cure, or (B) Buyer fails to commence and diligently pursue said cure within such thirty (30) day period if a longer cure period is needed; provided, however, that Buyer shall not be entitled to a cure period in excess of ninety (90) days in total.

(b) Provider's Remedies. If a Buyer Default has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 10, Provider may terminate this

Agreement and the Lease and upon such termination, Buyer shall pay to Provider the Termination Payment which corresponds to the Operations Year in which this Agreement is terminated as set forth on the Termination Payment Schedule attached to the Lease as Exhibit E as Provider's sole remedy.

10. LIMITATIONS OF LIABILITY.

Neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with the Agreement.

11. ASSIGNMENT.

11.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Buyer, Provider may (i) assign this Agreement to an Affiliate, (ii) assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction), or (iii) assign this Agreement to a party that acquires ownership of the System or the development rights thereto and which party shall have at least the same or greater financial and technical capabilities to perform Provider's obligations under this Agreement. In the event that Provider identifies such secured Financing Party on Schedule 5 of the Special Conditions, or in a subsequent notice to Buyer, then Buyer shall comply with the provisions set forth in Exhibit A to these General Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 11.1. Any assignment by Provider without any required prior written consent of Buyer shall not release Provider of its obligations hereunder.

11.2. Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party on Schedule 5 of the Special Conditions, or in a subsequent notice to Buyer, then Buyer hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 11.1 of the Agreement;

(b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in this Agreement but not in derogation of any right of Buyer under this Agreement, but in all cases, the rights of a Financing Party shall not exceed the rights of the Provider hereunder; and

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing, provided that Buyer's "characterization" is limited to Buyer's agreement not to assert that the System is other than personal property of the Provider.

Any Financing Party shall be an intended third-party beneficiary of this Section 11.2.

11.3 Assignment by Buyer. Except as provided below, Buyer shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent Provider may withhold in its sole discretion. Without the consent, but with prior written notice to Provider, Buyer may assign this

Agreement to any purchaser of the Premises. Except as provided in this Section 11.3, any assignment by Buyer without the prior written consent of Provider shall not release Buyer of its obligations hereunder.

12. NOTICES.

12.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth on Schedule 5 of the Special Conditions, or at such other address as may be designated in writing in a notice to the other Party from time to time.

12.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile or electronically and shall be deemed delivered to the addressee or its office when received at the address for notice specified in the Special Conditions when hand delivered, upon confirmation of sending when sent by facsimile or electronically (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. Mail.

12.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Buyer. Invoices shall be sent by regular first-class mail postage prepaid or via electronic mail at the electronic mail address provided by Buyer.

13. CONFIDENTIALITY.

13.1 Confidentiality Obligation. If either Party provides confidential information and such designation has been expressly communicated to the other Party including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Buyer's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information: (i) in accordance with applicable right-to-know public disclosure laws and (ii) to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees or acquirers be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Notwithstanding the foregoing, any information designated as Confidential Information shall no longer be considered confidential five (5) years after it has been communicated to the other Party unless the Party disclosing such information to the other renews in writing its assertion of confidentiality and specifies the information considered to be confidential.

13.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

(a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

13.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material, without the prior written consent of such other Party.

13.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Agreement by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

14. INDEMNITY.

SUBJECT TO SECTION 10, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER SHALL, INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER, AND ITS RESPECTIVE DIRECTORS, OFFICIALS, TRUSTEES, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES INCURRED BY THE INDEMNIFIED PARTIES TO THE EXTENT ARISING FROM OR OUT OF ANY CLAIM BROUGHT BY ANY THIRD PARTIES RELATING TO THIS AGREEMENT EXCEPT TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. PROVIDER SHALL NOT, HOWEVER, BE REQUIRED TO REIMBURSE OR INDEMNIFY ANY INDEMNIFIED PARTY FOR ANY LOSS TO THE EXTENT SUCH LOSS IS DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.

15. MISCELLANEOUS.

15.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Buyer with respect to the subject matter hereof and thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

15.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Buyer.

15.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

15.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Buyer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

15.5 Limited Effect of Waiver. The failure of Provider or Buyer to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

15.6 Survival. The obligations under Section 2.2 (Buyer Right to Terminate the Agreement Prior to Anticipated Construction Start Date), Section 2.3 (Provider Right To Terminate the Agreement) Section 6.2 (Exclusion of Warranties), Section 7 (Taxes and Governmental Charges), Section 9.1(b) (Buyer's Remedies), Section 9.2(b) (Provider's Remedies), Section 10 (Limitations of Liability), Section 12 (Notices), Section 13 (Confidentiality), Section 14 (Indemnity), Section 15 (Miscellaneous), or under other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

15.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Hampshire without reference to any choice of law principles that would require the application of the law of any state other than the State of New Hampshire. The Parties agree that the courts of New Hampshire and the federal courts sitting therein shall have sole jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement by any courts described in this Section 15.7.

15.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

15.9 Relation of the Parties. The relationship between Provider and Buyer shall not be that of partners, agents, or joint ventures of one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Buyer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

15.10 Forward Contract; Bankruptcy Code; Service Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within

the meaning of the United States Bankruptcy Code, and that Provider is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Provider is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor. The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

15.11 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Buyer and their respective successors and permitted assigns.

15.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

15.13 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in these General Conditions and intending to be legally bound hereby, Provider and Buyer have executed these General Conditions by their duly authorized representatives under seal as of the date first above written.

PROVIDER:

Kearsarge Solar LLC

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

BUYER:

PELHAM SCHOOL DISTRICT, NEW HAMPSHIRE

By: _____
Name:
Title:

Exhibit A
to General Conditions

Certain Agreements for the Benefit of Financing Parties

Buyer acknowledges that Provider will be financing the installation of the System either through an institutional lessor, lender or with financing accommodations from one or more financial institutions and that Provider may sell or assign the System to such parties and/or may secure Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Buyer in writing, Buyer agrees as follows:

(a) Consent to Collateral Assignment. Buyer consents to either the sale and leaseback or other similar conveyance to a lessor for financing purposes or the collateral assignment by Provider to a lender that has directly or indirectly provided financing of the System, of Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Buyer will deliver to the Financing Party at the address for the Financing Party stated in the Special Conditions (or such other address provided by Provider or Financing Party to Buyer), concurrently with delivery thereof to Provider, a copy of each notice of default given by Buyer under the Agreement, inclusive of a reasonable description of Provider's default. No such notice will be effective absent delivery to the Financing Party pursuant to this paragraph. Buyer will not terminate the 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 System, subject to Buyer'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 Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Unless the Financing Party has succeeded to Provider's interests under this Agreement, nothing herein requires the Financing Party to cure any default of Provider under this Agreement or to perform any act, duty or obligation of Provider under this Agreement, but Buyer 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 System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Buyer of the transferee or assignee of Provider'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 System (or Provider's leasehold interest in the System).

(d) Right to Cure.

i. Buyer 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 Provider) 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 any Buyer or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider'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.

* * * * *

SPECIAL TERMS AND CONDITIONS OF

ENERGY CREDIT PURCHASE AGREEMENT

These Special Terms and Conditions of Energy Credit Purchase Agreement (the "Special Conditions") are made and entered into as of this __ day of March 2025 (the "Effective Date"), between Kearsarge Solar LLC, a Massachusetts limited liability company ("Provider"), and Pelham School District, New Hampshire, a municipal corporation ("Buyer"). Provider and Buyer may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Provider intends to construct, install, own, operate, and maintain a solar photovoltaic system at the Premises described on Schedule 1;

WHEREAS, the Parties intend that the System will qualify under the Alternative Net Metering Program and will serve on site behind the meter load and will receive Electricity;

WHEREAS, Buyer is willing to purchase all of the Electricity to be generated by the System and Provider is willing to sell, or cause to be allocated, all of the Electricity to be generated by the System to Buyer, under the terms of this Agreement;

WHEREAS, Provider and Buyer acknowledged those certain General Terms and Conditions of Energy Credit Purchase Agreement, dated as of the __ day of March 2025 (the "General Conditions"); and

WHEREAS, these Special Conditions constitute the Special Conditions referred to in the General Conditions;

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

Schedule 1	Description of Premises and System
Schedule 2	Electricity Price
Schedule 3	[Reserved]
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Tariff Requirements

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in these Special Conditions and intending to be legally bound hereby, Provider and Buyer have executed these Special Conditions by their duly authorized representatives under seal as of the Effective Date.

PROVIDER:

Kearsarge Solar LLC

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

BUYER:

PELHAM SCHOOL DISTRICT, NEW HAMPSHIRE

By: _____
Name:
Title:

SCHEDULES

Schedule 1 - Description of Premises and System

System Premises:	Rooftop on the building located at 85 Marsh Road, Pelham, NH, as more fully described in the Lease
Premises is Owned or Controlled by:	Premises is owned by Buyer and a portion of the rooftop on each building is leased to Provider
System:	Behind the meter Grid-interconnected, rooftop solar photovoltaic (PV) system
Anticipated Construction Start Date:	March 01, 2026 Latest Start date
Effective Date:	As defined on the first page of these Special Conditions
Anticipated Commercial Operation Date:	October 31, 2026

Schedule 2 – Electricity Price

The Electricity is equal to $0.133/ kWh measured at the Metering Device. The Electricity Price is subject to a 0.5% annual escalator.

A payment in lieu of taxes ("PILOT") of $2 per kW DC installed capacity has been assumed. Any increase or decrease in this payment following either negotiation of the PILOT agreement with the Town of Pelham or confirmation of an exemption will result in a prorated increase or decrease in the value of the Electricity Price.

Schedule 3 – [Reserved]

Schedule 4 – Estimated Annual Production

Estimated Annual Production for the System based on an estimated System size of 700 kW AC, to be updated based on as built size, and subject to an annual .5% System degradation factor:

HighSchool Production Schedule	
Year	**Estimated Average Annual Electricity Output (kWh)**
1	1,155,510
2	1,149,732
3	1,143,984
4	1,138,264
5	1,132,573
6	1,126,910
7	1,121,275
8	1,115,669
9	1,110,090
10	1,104,540
11	1,099,017
12	1,093,522
13	1,088,055
14	1,082,614
15	1,077,201
16	1,071,815
17	1,066,456
18	1,061,124
19	1,055,818
20	1,050,539
21	1,045,286
22	1,040,060
23	1,034,860
24	1,029,685
25	1,024,537

Schedule 5 – Notice Information

Provider:
Kearsarge Solar LLC Attn: Andrew J. Bernstein 1380 Soldiers Field Rd., Suite 3900 Boston MA 02135 617-393-4222 abernstein@kearsargeenergy.com

Buyer:
Pelham School District, New Hampshire 59A Marsh Road Pelham, New Hampshire 03076
And to: Diane M. Gorrow, Esq. c/o Soule, Leslie, Kidder, Sayward & Loughman 220 Main Street Salem, New Hampshire 03079

Financing Parties:

Provider to send notice to Buyer with this information once known.

Schedule 6 – Tariff Requirements

For proper allocation of Electricity in accordance with the Tariff, Buyer must provide Provider the following information:

- LDC customer name
- Account service address, including town/city and zip code
- LDC account number
- LDC customer rate code

SOLAR (PV) ELECTRIC GENERATING FACILITY SITE LEASE

This Solar (PV) Electric Generating Facility Site Lease (this "Lease"), dated as of March ___, 2025 (the "Effective Date") is by and between **THE PELHAM SCHOOL DISTRICT, NEW HAMPSHIRE**, with a principal address at 59A Marsh Road, Pelham, NH (together with its successors and permitted assigns, "Lessor"), and **KEARSARGE SOLAR LLC**, a Massachusetts limited liability company, having a principal place of business at 1380 Soldiers Field Road, Suite 3900, Boston, Massachusetts 02135, as lessee (together with its successors and permitted assigns, "Lessee"). In this Lease, Lessee and Lessor are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Lessee is in the business of financing, developing, owning, operating and maintaining solar (PV) electric generation facilities;

WHEREAS, Lessor owns buildings (each, a "Building") and the land on which each Building and its associated driveways and utility infrastructure are located at the following address in Pelham, NH: 85 Marsh Road, as more particularly described in Exhibit A attached hereto (together, the "Property");

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor certain air rights over and property rights necessary to install solar PV panels and related supports over approximately 95,000 Square Feet plus or minus of space on the rooftop (the "Rooftop") of the Building excluding any HVAC, utility, drainage or other existing fixtures or equipment of Lessor ("Lessor Existing Equipment"), and additional areas for access and utilities as located on the Property, all shown as "Lease Area" on the Sketch Plan attached hereto as Exhibit A-1 ("Lease Area"), together with non-exclusive appurtenant rights, privileges and easements described below to the Access Area, Construction Area and Utility Area, as these terms are defined in Article I of this Lease, to be used only for the Permitted Use and for the Term, as those terms are hereinafter defined; and

WHEREAS, simultaneously with the execution of this Lease, the Parties have executed an Energy Credit Purchase Agreement (ECPA) for the sale of electricity to Lessor from Lessee which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows.

ARTICLE I
DEFINITIONS

1.1 Definitions. Capitalized terms used herein have the meanings given to them in this Lease. For purposes of this Lease, the following terms shall have the following meanings:

"Access Area" means the driveways providing ingress and egress to the Property, the Building(s), and the Lease Area from Marsh Road or other public way, including use of common stairways, elevators or other such access to the Lease Area and the roadway along the perimeter of the Building(s), shown as "Access Area" on the Sketch Plan attached hereto as Exhibit A-1, all as the same may be modified, replaced or relocated from time to time in the sole discretion of the Lessor.

"Affiliate" means, with respect to a specified Person, any Person that, directly or indirectly, controls or is controlled by or is under common control with the specified Person.

"***Alterations***" has the meaning set forth in Section 5.5(a).

"***Annual Rent***" has the meaning set forth in Section 4.1(a).

"*Applicable Legal Requirements*" means any federal, state or municipal statute, law (including common law), act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, injunction, Environmental Law, Permit or other binding requirement or determination of or by any Governmental Authority, which may at any time be applicable to a Party's rights and obligations hereunder.

"Appurtenant Rights" means collectively, the Access Area, the Construction Area, and the Utility Area.

"Building(s)" has the meaning set forth in the Recitals.

"Business Day" means any day other than Saturday, Sunday or a New Hampshire legal holiday.

"***CGL****"* has the meaning set forth in Section 6.4(i) hereof.

"Certificates" has the meaning set forth in Section 6.6 hereof.

"*Confidential Information*" means all oral, written or electronic propriety or confidential information of a Party, identified as proprietary or confidential information by the disclosing Party, disclosed to the other or its representatives, other than information that: (a) is or becomes generally available to the public; (b) was already known by the receiving Party on a non-confidential basis prior to its disclosure under this Agreement; or (c) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information.

"*Commercial Operation Date*" means the date on which all of (a) the completion of the construction and successful testing of the System has occurred; (b) the System has achieved commercial operation and is fully interconnected with the LDC.

"***Construction Area***" means the area of the Property shown as "Construction Area" on the Sketch Plan attached hereto as Exhibit A-1, as the same may be modified, replaced or relocated from time to time in the sole discretion of the Lessor.

"Construction Commencement Date" means the date following Lessee's receipt of all Governmental Approvals whereby construction of the System commences.

"Decommissioning Period" has the meaning set forth in Section 8.1(a).

"Default Notice" has the meaning set forth in Section 12.5(c).

"Documented Site Conditions" means those conditions at the Property documented in: (i) Lessor's site assessment of the Property, as reviewed and agreed upon by Lessee prior to Lessee's submission of applications for permits required to construct the System; (ii) materials relating to the condition of the Property provided by Lessor or any other person, to Owner prior to the Construction Commencement Date or (iii) any other Applicable Legal Requirements that define the conditions of the Property.

"*ECPA*" means the General and Special Terms and Conditions of Energy Credit Purchase Agreement between Lessor and Lessee executed simultaneously with this Lease.

"*Emergency Entry"* means an entry, as hereinafter defined, for a repair or item of maintenance which if not performed immediately could potentially cause an imminent peril to life, health, safety or property, or a material loss to the Lessee or Lessor, provided that an Emergency Entry shall include the repair of the System by Lessee necessary to prevent imminent, material damage and/or disruption of LDC service to the System.

"*Environmental Attributes*" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) financial based incentives under any federal or state initiatives, (ii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iii) Renewable Energy Certificates, or any similar credits under the laws of the State of New Hampshire or any other jurisdiction, (iv) tax credits, incentives or depreciation allowances established under any federal or State law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of electricity generated by the System during the Term and in which Lessee has good and valid title. "Environmental Attributes" do not include electricity or Net Metering Credits or rebates associated with Net Metering Credits, which shall be allocated, paid and assigned to Lessor and other governmental entities in accordance with the provisions of the ECPA, nor any attribute, credit, allowance, entitlement, product or other benefit that inures solely to Lessor only because Lessor is a Governmental Authority or a municipality.

"***Environmental Incentives***" means any credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the LDC, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority; provided that Environmental Incentives shall not include any of the above that, by their terms, are only available to Lessor because Lessor is a municipal entity.

"***Environmental Law(s)***" means all federal, state and local laws, regulations, by-laws and ordinances, including policies and guidelines, orders, consent orders, settlement agreements and judgement of any Governmental Authority relating to pollution, protection of the environment or human health or safety, now or hereafter in effect, including with respect to Hazardous Materials.

"*Environmental Permits*" means all federal, state and local authorizations, certificates, permits, franchises, licenses, approvals required by, and any filings made to, any Governmental Authority pursuant to Environmental Laws regarding the Property and the System.

"Event of Default" has the meaning set forth in Section 13.1.

"*Financier*" means any institutional lender or investor providing a material portion of the funds, equity or credit to Lessee for the purpose of developing, constructing, owning, operating, maintaining, repairing, decommissioning or removing the System. Financier shall include any entity which has a lien on the System through Lessee.

"*Force Majeure*" means any cause not within the reasonable control of the affected Party (or its employees, agents or other representatives)which precludes that Party from carrying out, in whole or in part, its obligations under this Lease, including but not limited to, (a) acts of God (including, but not limited to, high winds, hurricanes or tornados, the prolonged lack of sunshine, fires, epidemics, pandemics, landslides, volcanic eruptions, earthquakes, floods, and any other natural catastrophes); (b) strikes, walk-outs, lock-outs, supply chain issues or other industrial disturbances or labor actions or disputes not caused by the Parties; mandated federal, state or local government shutdowns or work stoppages or (c) acts of public enemies, insurrections, military action, war (whether or not declared), riots or other civil disturbances or explosions. Economic hardship of either Party shall not constitute an event of Force Majeure.

"***Good Industry Practice***" means the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the solar generation industry in the operation and maintenance of equipment similar in size and technology) that, at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Legal Requirements, regulation, reliability, safety, environmental protection, economy and expedition.

"***Governmental Approval***" means any approval, consent, franchise, permit, agreement, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority. Governmental Approval includes "Land Use Approval".

"*Governmental Authority*" means any federal, state, regional, county, town, city, or municipal government, or any department, commission, agency, board, bureau, or other administrative, regulatory or judicial body of any such government. "Governmental Authority" shall also include any independent electric system operator.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, ad valorem, real property, personal property, sales, use, generation, privilege, occupation, consumption, excise, transaction, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, fines, penalties, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Lease Area or the System.

"Hazardous Materials" means any hazardous, toxic or radioactive materials, substances or waste, as defined in the Applicable Legal Requirements, including federal or state law regulating or addressing the generation, storage, use or transportation of such materials, including but not limited to New Hampshire Law; and any rules, regulations or orders promulgated pursuant thereto.

"Indemnified Party" has the meaning set forth in Section 11.4(a) hereof.

"Indemnifying Party" has the meaning set forth in Section 11.4(a) hereof.

"Independent Appraiser" shall mean an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, certification, experience, and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the applicable System.

"Initial Lease Termination Date" has the meaning set forth in Section 3.1(a) hereof.

"Insolation" has the meaning set forth in Section 7.4 hereof.

"*Interest Rate*" means the lower of (a) one percent per month, or (b) the highest rate allowed under Applicable Legal Requirements.

"***LDC***" means the regulated electric local distribution company that provides electric distribution service to the municipality in which the Lessor is located.

"***Lease Area***" has the meaning set forth in the Recitals.

"***Lease Termination Date****"* has the meaning set forth in Section 3.1(c) hereof.

"Leasehold Mortgage" has the meaning set forth in Section 12.4 hereof.

"*Lessee Indemnified Parties*" has the meaning set forth in Section 11.3 hereof.

"Lessee's Agents" has the meaning set forth in Section 2.6 hereof.

"Lessee's Work" has the meaning set forth in Section 2.6 hereof.

"*Lessor Adjacent Property*" means any adjacent property owned or controlled by Lessor or an Affiliate, but only during the term of such ownership. As of the Effective Date, Lessor owns the adjacent property known and numbered as 61 and 59 Marsh Road, Pelham, NH**.**

"*Lessor Existing Equipment*" has the meaning set forth in the Recitals.

"*Lessor Indemnified Parties*" has the meaning set forth in Section 11.2 hereof.

"Lessor's Agents" means Lessor's agents, contractors, subcontractors, consultants.

"Lessor's Mortgagee" has the meaning set forth in Section 12.5(a) hereof.

"Maintenance" has the meaning set forth in Section 7.3(b) hereof.

"*Mortgage*" has the meaning set forth in Section 12.5(a) hereof.

"*Notice of Lease*" has the meaning set forth in Section 17.19 hereof.

"*Permits*" means all state, federal, and local authorizations, certificates, permits, franchises, licenses and approvals, including land use approvals, required by any Governmental Authority, with all appeal periods therefrom having expired without any appeal thereof having been taken, for the construction, operation, relocation, removal and/or maintenance of the System, the Alterations, the Permitted Improvements and the Permitted Use.

"***Permitted Improvements***" means the System, together with electric interconnection facilities and other facilities required for the Permitted Use, all as specifically shown on Exhibit A-1.

"***Permitted Use***" means the use and occupation of the Lease Area and exercise of the Appurtenant Rights by Lessee and its Affiliates for the design, development, construction, installation, inspection, operation, maintenance, monitoring, repair, cleaning, replacement, decommissioning and removal of the System, and the sale of electric energy from and other Environmental Attributes associated with the System to Lessor in any other manner permitted under Applicable Legal Requirements.

"*Person*" means an individual, general or limited partnership, corporation, municipal corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity, a Governmental Authority or any other entity of whatever nature.

"***Property***" has the meaning set forth in the Recitals.

"***Purchase Option***" has the meaning set forth in Section 3.3 hereof.

"***Purchase Option Date***" has the meaning set forth in Section 3.3 hereof.

"***Purchase Option Price***" has the meaning set forth in Section 3.3 hereof.

"***Rooftop***" has the meaning set forth in the Recitals.

"***SNDA***" has the meaning set forth in Section 12.5(e) hereof.

"*System*" means each solar photovoltaic electric generating facility, including but not limited to the System Assets, that produces the electricity sold and purchased under the ECPA.

"*System Assets*" means each and all of the assets of which the System is comprised, including Lessee's solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Property, electric lines and conduits required to connect such equipment to the delivery point, protective and associated equipment, improvements, metering devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

"State" means the state where the Property is located.

"*System Loss*" means loss, theft, damage or destruction of the System or any portion thereof, or any other occurrence or event that prevents or materially limits the System from operating in whole or in significant part, resulting from or arising out of casualty, condemnation or Force Majeure**.**

"Term" means the Initial Term, as may be extended by the Renewal Term pursuant to the terms of the Lease.

"Termination Payment" is set forth in the Termination Payment Schedule, attached as Exhibit E.

"Utility Area" means those portions of the Property where portions of the local electric distribution system are now or may hereafter be located and the portion of the Lease Area where System inverters and other related components of Lessee may now or hereafter be located, including the interconnection points all as shown on Exhibit A-1.

"Work" has the meaning set forth in Section 9.1 hereof.

ARTICLE II
THE LEASE AREA

2.1 Lease Area. Lessor, for and in consideration of the rents, covenants, and agreements contained herein on the part of Lessee to be paid, kept and performed, does hereby lease, rent, let and demise the Lease Area, excluding Lessor Existing Equipment and subject to the right of Lessor to use any space located adjacent to the System on the Building(s) as long as it does not impair the operation of the System, to Lessee, for the Permitted Use, and Lessee does hereby accept, take and lease the Lease Area for the Permitted Use from Lessor, upon and subject to the conditions hereinafter expressed, for the sole and exclusive purpose of conducting the Permitted Use, on and subject to and with the benefit of the terms and conditions set forth herein. Lessor also grants to Lessee for the duration of the Term, the following appurtenant rights: (i) the non-exclusive right, privilege and easement to use the Access Area for pedestrian and vehicular access to and egress from the Lease Area, in connection with the Permitted Use; (ii) the non-exclusive right, license and privilege to access and use the Construction Area on a temporary basis from time to time as reasonably necessary for Lessee's construction, maintenance, repair and replacement, removal, and decommissioning activities related to the Permitted Use (including, without limitation, for the temporary storage and staging of tools, materials and equipment and for the parking of Lessee's construction crew vehicles, trailers and facilities); and (iii) the non-exclusive right, privilege and easement to access and use the Utility Area to construct and maintain electric interconnection lines and install inverters, meters and other related equipment necessary to connect the System to the local electric distribution system transformers (collectively (i) (ii) and (iii), the "Appurtenant Rights"). Lessee's lease, use and occupancy of the Lease Area, and any and all additional rights demised under this Lease, including the Appurtenant Rights are subject to the following:

a. the Lessor's right to review and comment where each System shall be located, and, further, the Lessor's right to enter all or any portion of the Lease Area as set forth herein;

b. the use by Lessor and its tenants, occupants, licensees and other visitors to the Building(s) or the Rooftop for any purpose which does not impair the operation of the System including maintenance of Lessor Existing Equipment;

c. all covenants, restrictions, easements, agreements, reservations, and other encumbrances of record, which are listed on Exhibit C attached hereto;

d. Applicable Legal Requirements of any Governmental Authority; and

e. Lessee's compliance with all Applicable Legal Requirements.

2.2 Condition of Lease Area.

a. Lessee is entering into this Lease and accepting the Lease Area and the Appurtenant Rights provided in this Lease as is, without any representation or warranty of Lessor, and after Lessee's full and complete examination of the Lease Area except as set forth herein. Notwithstanding the foregoing, the Parties agree that Lessee shall not be liable for any Hazardous Materials or Documented Site Conditions on the Property and the Lease Area existing prior to the Effective Date and were not caused by Lessee.

b. Lessee shall not bring into or install or keep on the Building, any objects, including the System, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the Building and/or roof of the Building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Lessee shall engage an engineer licensed and qualified where the System is located to certify the same to Lessor before Lessee shall install, affix or place any part of the System upon the Building, with a copy of such certification to be provided to the Lessor.

c. Lessor shall provide to Lessee a copy of the applicable roof warranties for the Building ("Existing Roof Warranties") and any instructions from the manufacturer(s). Lessee shall arrange for and undertake and pay for a pre- construction roof inspection by the existing roof warranty issuer. In the event there are items that need to be repaired, the Lessor shall be required to undertake the repairs prior to any installation. Lessee shall design and construct the System consistent with requirements so that no Existing Roof Warranties are voided on account of the installation of the System. Lessee shall assist Lessor in procuring a written confirmation that the Existing Roof Warranty is not voided on account of the installation of the System from the Existing Roof Warranty issuer, including submitting any documentation supporting such efforts. Lessee shall consult, as may be necessary, with any company that has provided such roof warranty to the Lessor.

2.3 Ownership of the System. Lessor shall claim no right, title or interest in the System (or any component thereof) or Environmental Attributes or Environmental Incentives and, as between Lessor and Lessee, Lessee and/or its Affiliates shall be the exclusive owner thereof. As between Lessor and Lessee, Lessor agrees that all equipment comprising the System is and shall remain the personal property of Lessee and/or its Affiliates and shall not be deemed by Lessor to be fixtures, notwithstanding the manner in which the same are affixed to the Building(s) or Property, or subject to the lien of any mortgage granted by Lessor now or hereafter encumbering the Property. Lessor hereby waives any statutory or common law lien and any right of distraint based on the System and Permitted Improvements or any portion thereof being classified as a fixture on or to Lessor's Property. For avoidance of doubt, the Lessor does not waive any statutory or common law lien rights related to Lessee's non-payment of any taxes. Lessor shall cause Lessor's Mortgagee to execute a Subordination, Non Disturbance and Attornment Agreement in substantially the form attached as Exhibit D, including a disclaimer of any rights to the System, any other of the Permitted Improvements or any portion thereof within ten (10) days after written request for such documentation, in recordable form.

2.4 Additional Use. Except with the prior express written consent of Lessor, Lessee shall not use the Lease Area for any purpose other than the Permitted Use. Any entry into the Building(s) by the Lessee, including, but not limited to the Access, Construction and Utility Areas shall be (a) during normal business hours, or (b) on two (2) days prior written notice to Lessor if such entry is requested for a time other than normal business hours, except with respect to an Emergency Entry which may occur at any time and from time to time but requires advance telephonic notice to the extent practicable and shall be followed by a written explanation of the Emergency Entry provided within twenty-four (24) hours of the Emergency Entry. Lessor shall provide to Lessee contact information for any security or maintenance personnel for notice and access both during and outside of normal business hours, if applicable. All construction and

maintenance activities of the Lessee shall be in accordance with the building rules and regulations as in effect from time to time.

2.5 Lessee's Work. Promptly following the Effective Date, Lessee, its agents, contractors, subcontractors, consultants and the officers, members, partners and/or employees of any of them (collectively, "Lessee's Agents"), shall, at its sole cost and expense construct the Permitted Improvements in accordance with Good Industry Practice and consistent with the Property as a whole ("Lessee's Work"). Lessee shall comply with all Applicable Legal Requirements concerning the Permitted Use and location of each System, including, without limitation, OSHA regulations concerning perimeter setbacks and buffers, railings, harnesses and other safety and security requirements.

a. As of the Construction Commencement Date: Lessee shall have complied with the insurance provisions of this Lease and provided Lessor with Certificates of said insurance naming Lessor as additional insured in accordance with Article VI; Lessee shall have obtained and supplied to Lessor all Permits required by all Applicable Legal Requirements for the Permitted Improvements; and Lessee shall provide to Lessor payment and performance bonds in the amount of the total cost of construction of the Permitted Improvements.

b. Lessee shall cause the Construction Commencement Date to occur no later than March 1, 2026.

c. After construction, Lessee's Agents shall restore the Lease Area, including, but not limited to, the Access, Construction and Utility Areas to the condition that they were in immediately prior to construction, ordinary wear and tear excepted, other than those modifications for and the installation or relocation of, the System and Lessee's Work.

d. Notwithstanding anything contained in this Lease to the contrary, the layout and design of the Permitted Improvements, and any modification thereto, shall be subject to the Lessor's reasonable approval, such approval not to be unreasonably conditioned, withheld or delayed.

ARTICLE III
TERM

3.1 Term.

(a) The term of this Lease shall commence on the Effective Date, and, unless terminated earlier pursuant to the provisions of this Lease or the ECPA, or renewed as provided in subsection (c) below, shall continue until 11:59 PM on the date that is twenty (25) years from the Commercial Operation Date of each System (the *"*Initial Term"; with the latest date being the "Initial Lease Termination Date") subject to extension as provided below, and Lessee thereafter shall remove the System from the Lease Area, subject to Lessee's obligations under Article VIII hereof. Notwithstanding anything to the contrary in this Lease, the termination of this Lease shall result in the automatic and simultaneous termination of the ECPA and the termination of the ECPA shall result in the automatic and simultaneous termination of this Lease.

(b) In accordance with Section 13.4, Lessor may terminate this Lease upon Lessee's Event of Default and require Lessee to remove the System and restore the Lease Area as set forth in Article VIII of this Lease.

(c) Within one hundred eighty (180) days prior to the expiration of the Initial Term, in the event the Lease has not been terminated pursuant to Section 3.2, upon mutual agreement of the Parties, Lessee may extend the Lease for one (1) period of five (5) years on the same terms and conditions (the "First Renewal Term", with the Initial Term, the "Term"). The Lease termination date shall be the later of the expiration of the: Initial Lease Termination Date; or, any Renewal Term, if exercised; subject to the termination provisions in Section 13.4 (the "Lease Termination Date").

3.2 Early Termination.

a. In the event that Lessor terminates this Lease upon an Event of Default by Lessee in accordance with Section 13.4, Lessee shall be required to remove the System and restore the Lease Area as set forth in Article VIII hereof.

b. Lessee may terminate this Lease by written notice to Lessor, without penalty, if despite Lessee's good faith efforts, Lessee is unable to obtain: (i) all applicable Permits for the Permitted Use and/or (ii) satisfactory studies from a licensed structural engineer relating to the weight and bearing loads on each Building for the Permitted Use.

3.3 Purchase Option. Lessee grants to Lessor an option to purchase ("Purchase Option") the System on the day which is the 6th (sixth); 10th (tenth); and 15th (fifteenth) anniversary of the Commercial Operation Date and on the Initial Lease Termination Date (each, a "Purchase Option Date") for a purchase price (the "Purchase Option Price") equal to the fair market value of the applicable System. Not less than three (3) months prior to a Purchase Option Date, Lessor must provide written notice to Lessee of Lessor's intent to exercise its Purchase Option. Within thirty (30) days of receipt of Lessor's notice, Lessee shall have prepared by an Independent Appraiser, a determination of fair market value. If Lessor does not accept the fair market value as determined by the Independent Appraiser, then the Parties shall mutually select an alternate Independent Appraiser to determine a second opinion of the fair market value of the System. Such Independent Appraiser shall act reasonably and in good faith to determine fair market value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by such Independent Appraiser shall be averaged with the first Independent Appraiser's valuation and shall be binding upon the Parties in the absence of fraud or manifest error. Lessee shall be responsible for the fees and expenses of the Independent Appraiser and Lessor shall be responsible for the fees and expenses of the alternate Independent Appraiser. Within ten (10) Business Days of the determination of fair market value, Lessor shall confirm or retract its decision to exercise the Purchase Option. In the event Lessor confirms its intent to exercise the Purchase Option, (i) the Parties will promptly execute all documents necessary to (A) cause title to such System to pass to Lessor, free and clear of any liens immediately subsequent to the purchase, (B) assign all warranties for the System to Lessor, and (C) transfer all right, title and interest in and to the Environmental Attributes related to such System arising on and after such date of conveyance and which Lessee has not previously contracted to sell, and if applicable Lessee shall assign to the Lessor, and Lessor shall assume, all of Lessee's rights and obligations

under any forward sale contract related to such Environmental Attributes, and (ii) Lessor will pay the Purchase Option Price to Lessee. In the event Lessor retracts its exercise of, or fails to timely confirm, the Purchase Option, or if the Purchase Option does not include all of the Systems, the provisions of this Agreement shall continue in full force and effect without regard to the actions taken under this Section.

ARTICLE IV
RENT

4.1 Annual Rent.

a. Lessee shall pay to Lessor annual rent ("Annual Rent") in the amount of $1 per year.

b. Annual Rent payments shall be paid in advance, commencing on the Commercial Operation Date and on each anniversary thereafter. If on the anniversary preceding the Lease Termination Date, or otherwise earlier expiration, less than a full year remains in the Term, the Annual Rent shall be pro-rated.

ARTICLE V
CONSTRUCTION AND OPERATION OF PERMITTED USE

5.1 Governmental Approval and Design of Permitted Improvements.

a. Lessee shall seek to obtain all Permits for its Permitted Use at its sole cost.

b. Lessor shall timely execute and deliver any required applications and agreements, subject to Lessor's review and approval, which approval shall not be unreasonably withheld, delayed or conditioned.

c. During construction of the Permitted Improvements, Lessee and Lessee's Agents will not obstruct any egresses or entrances; and will ensure proper turning radiuses for all trucks, vehicles and equipment in the Access Area and Construction Area.

5.2 Contractors. Prior to Construction Commencement Date and until the earlier of (i) the Commercial Operation Date or (ii) the termination of this Lease, Lessee shall cause Lessee's contractor(s) to carry (and require its subcontractors performing work at the Lease Area to carry) workers' compensation and other insurance in the amounts and of the types required of Lessee pursuant to Article VI hereof.

5.3 As-built Plans. After the Commercial Operation Date, Lessee shall prepare and deliver to Lessor detailed as-built plans accurately depicting the Permitted Improvements.

5.4 Duty to Maintain.

a. Maintenance; Repairs. Lessee shall operate and maintain the Permitted Improvements in accordance with all Applicable Legal Requirements, Permits, industry

standards, the requirements of Article VI hereof, and the requirements of all insurers providing insurance as required by Article VI hereof in all material respects. In the event that the System is damaged or destroyed at any time during the Term, Lessee shall repair, replace or reinstall the Permitted Improvements or any portion thereof, including any ancillary damage caused thereby, at such times, and in a manner which complies with the terms of this Lease, unless Lessee determines in its sole discretion that the Permitted Improvements cannot be repaired, whereby the System will thereby be deemed inoperable and Lessee may terminate this Lease upon at least sixty (60) days prior written notice to Lessor. Upon the giving of such notice, this Lease and the ECPA shall terminate on the date specified therein, Lessee shall remove each System and restore each Lease Area in accordance with Article VIII, and the Parties shall thereafter have no further recourse hereunder, except for rights and liabilities already accrued.

b. Utilities. Lessee shall make all arrangements for and pay directly to the entity providing the service all charges for all utilities serving the Permitted Improvements.

c. Compliance With Laws. Lessee shall comply in all respects with all Applicable Legal Requirements. Lessee shall indemnify, defend and hold harmless Lessor of and from any damages to Lessor caused by Lessee's failure to comply with Applicable Legal Requirements.

5.5 Alterations. Lessee shall have the right from time to time both before and after completion of the Permitted Improvements and at Lessee's sole cost and expense to make such Alterations (defined below) in or to the Permitted Improvements as are reasonably required to conduct the Permitted Use in compliance with the provisions of this Lease, subject, however, in all cases to the following:

(a) All repairs, alterations, additions and improvements undertaken by or on behalf of Lessee to the Permitted Improvements (collectively, "Alterations") shall be performed (i) in a good and workmanlike manner, using only new and quality materials, (ii) in compliance with all Applicable Legal Requirements and in accordance with Lessor's construction rules and regulations from time to time in effect for the Property, (iii) at such times and in such manner as will cause a minimum of interference with any other construction in progress and with the transaction of business by others on the Property, and (iv) at Lessee's sole expense. Prior to commencing any Alterations to the Permitted Improvements, Lessee shall obtain all state, local, and other necessary permits in accordance with Applicable Legal Requirements and shall carry insurance consistent with Article VI.

(b) Any access to the Property or Lease Area shall be in compliance with Article 2 hereof.

(c) Any Alterations shall be made with reasonable dispatch (Force Majeure events excepted), in a good and workmanlike manner and in compliance with all Permits and other Applicable Legal Requirements.

5.6 No Liens on Lease Area. Lessee shall not create, or suffer to be created or to remain, and shall promptly discharge, or bond over any mechanic's, laborer's or materialman's lien upon the Lease Area as set forth in Section 5.7 below. Lessee will not suffer any other matter or thing arising out of Lessee's use and occupancy of the Lease Area whereby the estate, rights and

interests of Lessor in the Lease Area or any part thereof might be impaired, except in accordance with and subject to the provisions of this Lease. Notwithstanding the foregoing, Lessor acknowledges that this Lease grants to Lessee a leasehold title interest in the Lease Area and Lessee shall have the right to encumber its interest in the Lease and the System by mortgage, security agreement, or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing or refinancing for the System, each, a Financier.

5.7 Discharge. If any mechanic's, laborer's or materialman's lien, shall at any time be filed against the Lease Area due to Lessee's alleged act or omission, Lessee, within twenty (20) days after notice to Lessee of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessor and actual costs and expenses incurred by Lessor in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessor's making of the payment of the cost and expenses, shall be paid by Lessee to Lessor within ten (10) days of Lessor's invoice therefore.

5.8 Governmental Charges. During the Term, all, property taxes and municipal impositions of every name and nature assessed solely with respect to the Permitted Improvements or Lessee's leasehold interest in the Lease Area (including any increase in property taxes on the Property attributable to the Permitted Improvements; recognizing that local assessors may elect not to treat all of parts of the Permitted Improvements as personal property) shall be paid by Lessee (or reimbursed by Lessee to Lessor, as applicable) and such taxes may be paid through a payment in lieu of tax agreement with the municipality. Lessee's failure to pay the duly assessed personal and property taxes when due shall be grounds to terminate this Lease.

5.9 Lessor shall require all subcontractors, agents, or representatives performing services under this Lease to review and comply with the Lessor's safety plan for contractors and school rules applicable to visitors.

ARTICLE VI
INSURANCE

6.1 Property Insurance. During the Term, Lessee at its cost shall maintain on all of its personal property on or about the Lease Area and on the Permitted Improvements a policy of "all risk" property insurance in an amount of the replacement value thereof, and with a deductible or self-insured retention to be reasonably determined by the Lessee. Such insurance shall also include, if applicable, flood and earthquake perils.

6.2 Workers' Compensation Insurance. If applicable, during the Term, Lessee shall at its cost maintain workers' compensation insurance and employer's liability insurance in accordance with the Applicable Legal Requirements.

6.3 Lessee shall require its general contractor and all subcontractors, agents, or representatives performing services under this Lease to comply with the insurance requirements in this Lease.

6.4 Insurance Required of Lessee from First Entry and Throughout the Term. From and including the date upon which any Lessee's Agent first enters onto the Property as set forth in Section 2.6 and until the Lease Termination Date, or earlier termination and during the Decommissioning Period, Lessee shall obtain and maintain insurance of the types and in the amounts set forth below, including coverages required under Applicable Legal Requirements:

i. Lessee shall maintain commercial general liability insurance ("CGL"), or its equivalent, with minimum limits of $1,000,000 for each occurrence and $2,000,000 general aggregate with contractual liability insurance for the indemnification obligation in this Agreement. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Lease Area.

ii. CGL insurance shall cover liability arising from Lessee's use and occupancy of the Lease Area, and Lessee's Agents from injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and such other risks and matters from time to time required by the Lessor.

iii. Lessor, and any Affiliates and other parties reasonably designated by Lessor, its officials, agents, volunteers, and employees shall be included as an additional insured under the CGL and automobile liability, using additional insured endorsements, and under the commercial umbrella.

iv. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from, explosion, collapse, or damage to the Lease Area and/or System.

v. Lessee shall maintain umbrella and/or excess liability insurance issued on a follow form basis excess of the primary CGL, commercial automobile liability and employer's liability insurance required herein, with minimum limits of $2,000,000 each occurrence and $5,000,000 annual aggregate.

vi. Lessee shall maintain commercial automobile liability insurance covering owned, non-owned, leased, or hired vehicles with a combined single limit of not less than $1,000,000 per occurrence for bodily injury and property damage, if applicable.

vii. Lessee shall provide or cause to be provided, professional liability insurance, covering errors and omissions, and environmental liability insurance in the amount of $1,000,000 for each occurrence with $2,000,000 general aggregate.

6.5 Insurers. All insurance required by this Article VI shall be provided by insurance companies authorized to do business in the State, with ratings of no less than A- or better from A.M. Best Company.

6.6 Evidence of Insurance. Prior to any of Lessee's Agents entering onto the Lease Area, Lessee shall furnish Lessor with certificates of insurance and policy endorsements ("Certificates"), executed by a duly authorized representative of each insurer, showing compliance with Sections 6.4 and 6.5 of this Lease.

(a) All Certificates and policy endorsements shall provide for thirty (30) days written notice to Lessor, if available, prior to the cancellation of any insurance referred to therein.

6.7 Lessor Insurance. From the Effective Date and until the Lease Termination Date, or earlier termination, Lessor shall maintain CGL insurance or excess umbrella insurance covering the Building(s) and the Property in the amount of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate.

6.8 The Parties hereto shall each procure an appropriate clause in, or endorsement on, any property insurance policy covering the Lease Area and the Building(s) and personal property, fixtures and equipment located thereon and therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery in favor of either Party, its respective agents or employees. Having obtained such clauses and/or endorsements, each Party hereby agrees that it will not make any claim against or seek to recover from the other or its agents or employees for any loss or damage to its property or the property of others resulting from fire or other perils covered by such property insurance.

ARTICLE VII
LESSOR RIGHTS AND OBLIGATIONS

7.1 Inspection and Entry. Lessor may enter onto the Lease Area during the period prior to the Commercial Operation Date provided that such entry does not interfere with the operation of the System. Lessor and Lessee shall use commercially reasonable efforts to devise a mutually agreed upon access plan for Lessor's entry onto the Lease Area. Lessor and the tenants, licensees, occupants and invitees may continue to use the Property for all purposes which do not impair the operation of the System.

7.2 Facilities Requirements. Subject to the provisions of Section 7.1 of this Lease, Lessor may access the Lease Area, after at least twenty-four hours' notice to Lessee, at any time and from time to time, provided that such access does not interfere with operation of the System, in the event that Lessor is required to maintain or upgrade utilities that service the Property or Lessor Existing Equipment. No prior notice is required for Lessor's access to the Lease Area if Lessor reasonably believes an emergency exists that threatens life, health, safety or property. Any such upgrades located on the Lease Area shall be completed after Lessee's reasonable approval and in a manner that does not affect the System.

7.3 Maintenance and Relocation.

(a) Maintenance of the System. Lessee and/or its Affiliates shall operate and maintain the Permitted Improvements, including the System in good working order, in a safe and clean manner, and in accordance with all Applicable Legal Requirements and consistent with the Property as a whole and otherwise in accordance with Good Industry Practice. In the event that

the System is damaged or destroyed at any time during the Term, Lessee and/or its Affiliates shall have the right to repair, replace or reinstall the System or any portion thereof subject to Article IX, as approved by Lessor, which approval shall not be unreasonably withheld or delayed and in a manner which complies with the terms of this Lease.

(b) Maintenance of the Lease Area. Lessee shall maintain the Lease Area in a neat and clean condition that is consistent with the condition of the Property as a whole; however, Lessor shall perform all other maintenance of the Rooftop necessary for Lessee's Permitted Use and access to the Permitted Improvements, including the structural integrity of the Rooftop. Lessor shall notify Lessee of any required maintenance to the Property that may result in the disruption, disconnection, or relocation of all or any portion of the Permitted Improvements ("Scheduled Maintenance"). Lessor shall use commercially reasonable efforts to cooperate with Lessee to mitigate any potential impacts to the Permitted Improvements in performing the Scheduled Maintenance, which includes up to a maximum of twenty (20) days total throughout the Term with no more than five (5) days in any calendar year and performing such Scheduled Maintenance between the months of November to March. For any Scheduled Maintenance, Lessor will be responsible for any actual, out-of-pocket costs incurred by Lessee due to such Scheduled Maintenance, but not loss of energy revenue and/or Environmental Attributes and Environmental Incentives. With respect to anything except Scheduled Maintenance, Lessor shall be responsible for any actual out-of-pocket costs incurred by Lessee due to such disruption, removal, relocation, or disconnection of the Permitted Improvements, and any loss of energy revenue and/or Environmental Attributes and Environmental Incentives. Lessee acknowledges that each System and its support structures are to be located on and above the applicable Rooftop. Lessor shall have no responsibility for any damage to the System and its support structures caused by Lessee or its agents, invitees, employees or contractors.

(c) Snow Removal. Lessee shall be responsible for removal of snow from the System, as may be necessary in the Lessee's discretion or at the direction of a local municipal authority with jurisdiction if the snow accumulation on the roof presents a significant risk of damage to the Building, such as a high level of roof deflection, and the Building is in imminent danger. For abundance of clarity, Lessor is responsible for the removal of snow from the roof, and other areas of the Property, in areas not occupied by the System, and for providing clear access to Lessee to the System.

7.4 Insolation. Lessor acknowledges and agrees that access to sunlight ("Insolation") is essential to the value to Lessee of the leasehold estate granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, now or hereafter, Lessor shall not permit any interference with Insolation on and at the Lease Area or Property or, during its period of ownership, Lessor Adjacent Property. Without limiting the foregoing, but subject to the final sentence of this Section, Lessor shall not construct or permit to be constructed any structure or improvement on the Property or, during its period of ownership, Lessor Adjacent Property that materially adversely affects Insolation levels or permit the growth of foliage that materially adversely affects Insolation levels or directly emit or permit the emission of suspended particulate matter, smoke, fog, steam or other air borne impediments to Insolation. Lessor hereby grants Lessee the right, during Lessor's period of ownership, to trim, cut, and remove any trees

and foliage now or hereafter on the Property and Lessor Adjacent Property which now or hereafter in Lessee's reasonable judgment does adversely affect Insolation levels. Notwithstanding any other provision of this Lease, the Parties agree that Lessee would be irreparably harmed by a breach of the provisions of this Section, that an award of damages would be inadequate to remedy such breach, and that Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions hereof.

ARTICLE VIII
SURRENDER ON TERMINATION

8.1 Surrender and Removal of Property.

(a) Within one hundred eighty (180) days following the Lease Termination Date or earlier termination of this Lease (the "Decommissioning Period"), subject to Lessor's right to exercise the Purchase Option in Section 3.3, Lessee shall peaceably quit and surrender the Lease Area, including, but not limited to, the Access Area, the Construction Area, and the Utility Area to Lessor, and Lessor may, without further notice, enter upon, re-enter, possess and repossess the same by summary process or other legal proceeding, and again have, repossess, and enjoy the same as if this Lease had not been made, and in any such event neither Lessee nor any Person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Lease Area.

(b) Decommissioning/Removal and Restoration Letter of Credit. Upon the Commercial Operation Date, Lessee shall provide Lessor a removal and restoration evergreen letter of credit to secure its obligations under this Agreement in a form and amount acceptable to Lessor and issued by Cambridge Savings Bank, a Massachusetts savings bank. Lessee shall maintain the letter of credit continuously throughout the Term to fully cover the cost of decommissioning the System and restoring the Property to its original condition and as otherwise specified in this Agreement, and which shall be a condition of operation of the System.

(c) Lessee shall be required, at Lessee's sole expense, during the Decommissioning Period, to decommission the System, remove the Permitted Improvements from the Lease Area, the Property, and any Appurtenant Rights areas, and return the Lease Area, the Access Area, the Construction Area, the Utility Area and any Appurtenant Rights areas, and any portion of the Property affected by such installation and removal, to as close as is reasonably practicable to their condition as of the Effective Date (ordinary wear and tear excepted), with the exception that any components of the Permitted Improvements may be left in place, subject to Lessor's prior written consent. Any waiver in whole or in part of the foregoing requirement to decommission and remove the System shall require Lessor's written approval. Lessee shall secure all Permits and comply with all Applicable Legal Requirements, at its sole cost and expense, necessary to decommission and remove the System from the Lease Area and Appurtenant Rights areas.

8.2 Survival. All provisions of this Article VIII shall survive the expiration or termination of this Lease until such provisions have been fully complied with and any obligations hereunder discharged.

ARTICLE IX
DAMAGE OR DESTRUCTION; CONDEMNATION

9.1 Lessee Repair and Restoration. If, at any time during the Term, there is a System Loss, or the Building(s) shall be substantially damaged or destroyed by fire or other occurrence or casualty of any kind, (a) Lessee, in its sole and absolute discretion may repair or replace the Permitted Improvements or elect to terminate this Lease and (b) Lessor, in its sole and absolute discretion, may elect to terminate this Lease in lieu of repair or rebuild and pay the Termination Payment applicable for the year in which such termination occurs, as set forth on the Termination Payment Schedule attached hereto as Exhibit E, and Lessee shall decommission and remove the Permitted Improvements that remain and restore the Lease Area as herein provided to as close as is reasonably practicable to their condition on the Effective Date (ordinary wear and tear and destruction of the Rooftop excepted), as set forth in Article VIII. Such removal, repair or replacement, including such changes and alterations as aforementioned and including temporary repairs, are referred to in this Article as the "Work." In the event that the Lease is terminated pursuant to this Section, Lessee shall surrender the Lease Area as set forth in Section 8.1, and all of the provisions of Article VIII shall apply.

9.2 Conditions of the Work.

(a) Except as otherwise provided herein, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by the applicable provisions of this Lease.

(b) Notwithstanding Lessee's right to elect to repair or replace the System, all Work shall be completed during reasonable times as requested by Lessor such that there is no material interference with Lessor's operation of the Property.

(c) Lessee shall obtain all Permits required by Applicable Legal Requirements for the Work, at its sole cost and expense, and the Work shall be performed in conformance with Applicable Legal Requirements at Lessee's sole cost and expense.

9.3 Condemnation. If a Governmental Authority or other condemning authority shall take all or any portion of the Lease Area making the System no longer commercially viable in Lessee's sole discretion, this Lease shall terminate as of the date title vests in the condemning authority. Lessee may make a claim for compensation from said Governmental Authority for the then fair market value of the System and this leasehold so long as such claims do not hinder or adversely affect the rights of the Lessor or any other tenant at the Property.

ARTICLE X
ENVIRONMENTAL CONDITIONS

10.1 Obligations With Respect to Hazardous Materials.

(a) Lessee shall not cause, suffer, or allow any Hazardous Materials to be used, generated, transported to or from, or stored on, under, or at the Lease Area in violation of Environmental Law or in a manner that causes a release of Hazardous Materials into, on, or under the Lease Area. Lessee and Lessee's Agents shall use, generate, abate, manage, and

transport any Hazardous Materials in strict accordance with Environmental Law, and shall only use, store, and maintain Hazardous Materials of such types and in such quantities as are both necessary and customary to conduct the Permitted Use.

(b) From and after the Effective Date, Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties from and against claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, arising out of or related to (i) the use, generation, handling, abatement, storage, transportation, or disposal of Hazardous Materials by Lessee or Lessee's Agents at the Lease Area, the Building(s) or the Property; or (ii) violation of Environmental Law by Lessee or Lessee's Agents at the Lease Area, the Building(s) or the Property.

(c) From and after the Effective Date, Lessor shall indemnify defend and hold harmless the Lessee Indemnified Parties from and against claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, arising out of or related to (i) the use, generation, handling, abatement, storage, transportation, or disposal of Hazardous Materials by Lessor or Lessor's Agents at the Lease Area, the Building or the Property, including Documented Site Conditions (except as otherwise provide below); or (ii) violation of Environmental Law by Lessor or Lessor's Agents at the Lease Area, the Building or the Property.

10.2 Releases of Hazardous Materials. The Lessee shall immediately take all necessary and prudent actions to stop and/or contain, and shall immediately notify the Lessor regarding all known or suspected releases or threatened releases of Hazardous Materials on or from the Lease Area (such oral notification to promptly be followed with a written notification), including, without limitation, any release of Hazardous Materials for which Lessor or Lessee has an obligation to report under Environmental Law, and all material notices, orders, fines, or communications of any kind received by the Lessee from any Governmental Authority or third party concerning the presence or potential presence of Hazardous Materials on the Lease Area, the migration or suspected migration of Hazardous Materials from the Lease Area to other property, or the migration or suspected migration of Hazardous Materials from other property to the Lease Area.

10.3 Documented Site and Environmental Conditions.

(a) Lessee hereby acknowledges that Lessor has provided Lessee with reports disclosing the presence of Documented Site Conditions.

(b) Lessor acknowledges that, except as otherwise provided in this Article X:

i. Lessee disclaims any and all liability for Documented Site Conditions, unless such Documented Site Conditions are disturbed abated, or exacerbated by Lessee or Lessee's Agents; and

ii. Lessee bears no responsibility for any Documented Site Conditions on the Property other than claims or damages caused or contributed to by the actions or omissions of Lessee or Lessee's Agents.

iii. Lessor, for and on behalf of itself and all successors in title and assigns, hereby waives, relinquishes, releases and covenants not to sue Lessee (including Lessee's Affiliates and its and their respective employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, at any time by reason of or arising out of Documented Site Conditions (except to the extent claims or damages are caused or contributed to by the actions or omissions of Lessee, and then only to the extent of such contribution).

ARTICLE XI
REMEDIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 Lessee Indemnification. Lessee shall indemnify, hold harmless and defend Lessor and its officers, employees, volunteers, agents, (collectively, the "Lessor Indemnified Parties"),subject to insurance and waiver of subrogation obligations hereunder, from and against any third party claim, demand, lawsuit, action, liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees and experts' fees, that may be imposed upon or incurred by or asserted against any Lessor Indemnified Parties by reason of any of the following occurrences during the Term:

(a) any injury to or death of persons and any damage or destruction of property arising out of the Permitted Use (b) the negligence or willful misconduct or omission of Lessee, its Affiliates or any employees, agents, representatives, contractors, subcontractors, visitors or invitees of Lessee or its Affiliates (c) any material breach, subject to any grace or cure period as provided for herein, by Lessee or its Affiliates of any of its covenants, obligations, representations or warranties under this Lease (d) Lessee's use and occupancy of the Lease Area. This indemnification obligation shall not extend to claims, demands, lawsuits or actions to the extent caused by the negligence or willful misconduct or omission of any Lessor Indemnified Parties or the acts of third parties.

11.2 Lessor Indemnification. To the extent allowed by Applicable Legal Requirements, Lessor shall indemnify, hold harmless, and defend Lessee and its partners, members, officers, employees, agents, invitees, Affiliates, successor and permitted assigns (collectively, the "Lessee Indemnified Parties"), subject to insurance and waiver of subrogation obligations hereunder, from and against any third party claim, demand, lawsuit, action, liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees and experts' fees, that may be imposed upon or incurred by or asserted against any Lessee Indemnified Party by reason of any of the following occurrences during the Term:

(a) any injury to or death of persons and damage or destruction of property, including the System arising out of Lessor's use of the Property (b) the gross negligence or willful misconduct or omission of Lessor, its Affiliates or any employees, agents, representatives, contractors, subcontractors, tenants, visitors or invitees of Lessor or its Affiliates (c) any material

breach, subject to any grace or cure period as provided for herein, by Lessor or its Affiliates of any of its covenants, obligations, representations or warranties under this Lease. This indemnification obligation shall not extend to claims, demands, lawsuits or actions to the extent caused by the negligence or willful misconduct or omission of any Lessee Indemnified Parties or the acts of third parties.

11.3 Defense of Actions.

(a) Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 11 may apply, the Party entitled to indemnification (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs.

(b) If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may, at the expense of the Indemnifying Party, contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party.

(c) Except as otherwise provided in this Article 11, in the event that a Party is obligated to indemnify and hold the other Party harmless under this Article 11, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE XII
ASSIGNMENT, SUBLETTING, MORTGAGE

12.1 Prior Written Consent. Lessee shall not assign or in any manner transfer this Lease or any part thereof without Lessor's written consent except that Lessee may, without Lessor's consent, assign, transfer or pledge its rights under this Lease: (i) to an Affiliate of Lessee as part of a financing transaction (ii) as a collateral assignment to a Financier and (iii) and to a third-party entity with equal or better credit worthiness than Lessee.

12.2 Financing by Leasehold Mortgage. Lessee may mortgage, assign or transfer its leasehold interest to a Financier without Lessor's written consent. A Financier, upon giving written notice to Lessor, shall receive copies of any notices of an Event of Default sent by Lessor and such Financier may, but is not obligated to cure such Event of Default which cure period shall extend to the later of (i) thirty (30) days after such Default Notice (defined below) is delivered to any Financier and (ii) thirty (30) days beyond the time available to Lessee under the terms of the Lease to cure the breach or default. Any Financier, as collateral assignee, may, in the place of

Lessee, exercise any and all Lessee's rights and remedies under this Lease. Such Financier may exercise all rights and remedies of secured parties generally with respect to this Lease, provided that such rights can in no case exceed the rights explicitly granted to Lessee hereunder. Notice shall be given to Lessor of each Financier of Lessee once known.

12.3 Release of Lessee. Lessee shall not be relieved from its obligations arising after the date of any whole disposition of Lessee's interest in this Lease, unless such assignment or transfer is permitted or consented to by the Lessor under Section 12.1 hereof.

12.4 Mortgagee Provisions. Any Financier that holds or is the beneficiary of a first position mortgage, deed of trust or other security interest in the Lessee's leasehold interest in this Lease or in the System (a "Leasehold Mortgage") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Article XII. No Leasehold Mortgage shall ever encumber Lessor's fee interest in and to the Property, Lease Area or rights under this Lease.

12.5 Lien of Mortgage; SNDA.

(a) This Lease shall be automatically subordinate to any deed of trust, mortgage, bond or other security instrument (each, a "Mortgage"), all advances made under or secured by any Mortgage, that now or hereafter covers all or any part of the Lease Area (the mortgagee under any such Mortgage, beneficiary under any such deed of trust is referred to herein as a "Lessor's Mortgagee"), however, the System, shall be considered Lessee's personal property and not a fixture on the Property. Lessee's interest in the System shall be and at all times remain free of any lien or charge by the Mortgage and free of any right, title, or interest of Lessor's Mortgagee. Any Lessor's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, or other interest in the Lease Area by so notifying Lessee in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Lessee shall execute and return to Lessor (or such other party designated by Lessor) within ten (10) days after written request therefor such documentation, in recordable form if required, as a Lessor's Mortgagee may reasonably request to evidence the subordination of this Lease to such Lessor's Mortgagee's Mortgage (including a subordination, non-disturbance and attornment agreement) or, if the Lessor's Mortgagee so elects, the subordination of such Lessor's Mortgagee's Mortgage to this Lease. The reasonable cost of review on any such request shall be reimbursed by Lessor to Lessee.

(b) Lessee shall attorn to any party succeeding to Lessor's interest in the Lease Area (including Lessor's Mortgagee) as Lessee's direct landlord under the Lease, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request. After Lessee's receipt of any such attornment request, Lessee shall thereafter make all payments of Rent and other amounts owed by Lessee under the Lease to the party succeeding to Lessor's interest in the Lease Area, or as such party may otherwise direct, without further inquiry on the part of Lessee. Lessor consents to the foregoing and waives any right, claim or demand which Lessor may have against Lessee by reason of making such payments to any party succeeding to Lessor's interest in the Lease Area or as such party may otherwise direct.

(c) Lessee shall not seek to enforce any remedy it may have for any default on the part of Lessor without first giving written notice (each, a "Default Notice") by certified mail, return receipt requested, specifying the default in reasonable detail, to any Lessor's Mortgagee whose address has been given to Lessee, and, affording such Lessor's Mortgagee a period in which to cure the breach or default, which period shall extend to the later of (i) thirty (30) days after such Default Notice is delivered to Lessor's Mortgagee and (ii) thirty (30) days beyond the time available to Lessor under the terms of the Lease to cure the breach or default. Lessor's Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Lessor. In addition, as to any breach or default by Lessor the cure of which requires possession and control of the Lease Area, provided that Lessor's Mortgagee undertakes by written notice to Lessee to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section 12.5, Lessor's Mortgagee's cure period shall continue for such additional time as Lessor's Mortgagee may reasonably require to either: (A) obtain possession and control of the Lease Area with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (B) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

(d) If Lessor's Mortgagee shall succeed to the interest of Lessor under this Lease, Lessor's Mortgagee shall not be: (a) liable for any act or omission of any prior lessor (including Lessor); (b) bound by any rent or additional rent or advance rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor), and all such rent shall remain due and owing, notwithstanding such advance payment; (c) bound by any security or advance rental deposit made by Lessee which is not delivered or paid over to Lessor's Mortgagee and with respect to which Lessee shall look solely to Lessor for refund or reimbursement; (d) bound by any termination, amendment or modification of this Lease made without Lessor's Mortgagee's consent and written approval, except for those terminations, amendments and modifications permitted to be made by Lessor without Lessor's Mortgagee's consent pursuant to the terms of the loan documents between Lessor and Lessor's Mortgagee (provided that at the time of any such amendment, Lessor has provided to Lessee such evidence of either the consent of Lessor's Mortgagee or the absence of any need for such consent as Lessee may reasonably require, and Lessee shall rely on such statements provided by Lessor without further inquiry); (e) subject to the defenses which Lessee might have against any prior lessor (including Lessor); and (f) subject to the offsets which Lessee might have against any prior lessor (including Lessor) except for those offset rights which (1) are expressly provided in this Lease, (2) relate to periods of time following the acquisition of title to the Lease Area by Lessor's Mortgagee, and (3) Lessee has provided written notice to Lessor's Mortgagee and provided Lessor's Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. Lessor's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own fee simple title to the Property. Nothing in this Lease shall be construed to require Lessor's Mortgagee to see to the application of the proceeds of any loan, and Lessee's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan. As used in this Section 12.5, Lessor's Mortgagee shall include any party succeeding to Lessor's interest in the Lease Area, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise.

(e) If any conflict exists between any subordination, non-disturbance and attornment agreement ("SNDA") between Lessee and Lessor's Mortgagee on the one hand, and this Section 12.5, on the other hand, then any such SNDA shall control.

ARTICLE XIII
DEFAULT AND TERMINATION

13.1 Events of Default by Lessor. Lessor shall be in default of this Lease upon its failure to (i) perform any one or more of its material obligations under this Lease and (ii) such failure shall continue for greater than thirty (30) days after written notice from Lessee to Lessor (provided that if such failure cannot reasonably be cured within said thirty (30) day period, then having failed to commence curative action within said thirty (30) day period) and/or (iii) any representation or warranty made by Lessor in this Lease shall be false or misleading when made in any material respect, each an Event of Default. Should this Lease terminate in accordance with Section 13.4 following a Lessor Event of Default, Lessor shall pay to Lessee, as Lessee's sole remedy, the amount shown in Exhibit E, Termination Payment Schedule corresponding to the applicable year.

13.2 Events of Default by Lessee. The following shall each constitute an Event of Default by Lessee.

(a) Lessee fails to pay any installment of Annual Rent on or before the due date and such failure is not remedied within ten (10) days of written notice being sent by Lessor.

(b) Lessee's failure to perform any other covenant or obligation set forth in this Lease, if such failure is not remedied within thirty (30) days of written notice being sent by Lessor (provided that if such failure cannot reasonably be cured within said thirty (30) day period, then having failed to commence curative action within said thirty (30) day period, diligently worked to cure thereafter and having completed such cure within a total of sixty (60) days).

(c) Any representation or warranty made by Lessee in this Lease shall be false or misleading when made in any material respect.

(d) Lessee: (i) admits in writing to a court of competent jurisdiction its inability to pay its debts generally as they become due; (ii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; or (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets.

13.3 Force Majeure.

(a) If by reason of Force Majeure, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, except for those agreements and covenants set forth in Article VI of this Lease, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the event of Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence (including the obligation to make payments of Annual Rent and other charges then due by Lessee); and (iv) the non-performing Party shall use commercially reasonable efforts to overcome with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

(b) If a Force Majeure event affecting a Party continues for a period of one (1) year or longer, either Party may terminate this Lease, without the payment of any Termination Payment.

13.4 Termination for an Event of Default.

(a) Upon an Event of Default, the non-defaulting Party shall have the right, at its election, then, or at any time thereafter while such Event of Default shall continue beyond applicable grace and cure periods, to give the defaulting Party written notice of its intention to terminate this Lease and the ECPA on a date specified in such notice (but in no event less than sixty (60) days from the defaulting Party's receipt of such notice), unless proper curative measures have been undertaken. Upon the expiration of the sixty (60) day period after receipt of such termination notice, the Term and the ECPA shall expire and terminate on such date as fully and completely and with the same effect as if it were the Lease Termination Date**,** and all rights of Lessor and Lessee hereunder shall expire and terminate, except for those that are by their terms intended to survive. If Lessor terminates this Lease due to a Lessee Event of Default, no Termination Payment shall be due from Lessor.

(b) In the event this Lease is terminated as a result of an Event of Default by either Lessee or Lessor, Lessee shall, subject to Lessor's rights pursuant to Section 3.3, remove the System from the Lease Area and restore the Lease Area in accordance with the provisions of Article VIII of this Lease. If this Lease is terminated following a Lessor Event of Default, Lessor shall reimburse Lessee for all of Lessee's reasonable out of pocket costs of such removal.

ARTICLE XIV
LESSEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

14.1 Lessee Representations and Warranties. As of the date of this Lease, Lessee represents and warrants to Lessor as follows.

(a) Lessee is a limited liability company, duly organized, validly existing, and in good standing in the Commonwealth of Massachusetts and is qualified to transact business in the State of New Hampshire.

(b) Lessee has the legal capacity to enter into and perform this Lease.

(c) The execution, delivery and performance of this Lease by Lessee has been duly authorized by all necessary action on the part of Lessee, and each Person executing this Lease on behalf of Lessee has full authority to do so and to bind Lessee. This Lease has been duly executed and delivered by Lessee and, assuming due authorization, execution and delivery hereof by Lessor, constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except as enforceability may be affected by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws affecting creditor's rights generally and by the application of equitable principles.

(d) Neither the execution and delivery of this Lease by Lessee, nor compliance by Lessee with the terms hereof will (i) conflict with or violate any constitutive documents of Lessee, (ii) violate, breach or constitute a default (with or without the giving of notice or lapse of time or both) under any material agreement to which Lessee is party or by which its properties or assets may be affected, or (iii) violate any law, rule or regulation or Permit applicable to Lessee. No consent from any Person (other than those which have been obtained or as required in connection with the Permitted Use) is required in connection with the due authorization, execution, delivery and performance of this Lease by Lessee.

(e) There is no pending or, to Lessee's knowledge, threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessee wherein any unfavorable decision, ruling, or finding could reasonably be expected to affect the validity or enforceability of this Lease or Lessee's ability to carry out its obligations under this Lease.

(f) None of the documents or other written or other information furnished by or on behalf of Lessee to Lessor or Lessor's Agents pursuant to this Lease contains or will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

(g) The Lessee has the funds, resources and expertise immediately available to (a) construct and complete the Permitted Improvements, (b) construct, complete and maintain the System required under this Lease and (c) perform all other obligations of the Lessee under this Lease.

14.2 Lessee Payment of Capital Improvements. Except as otherwise set forth herein, Lessee shall be responsible for the capital and other costs required to construct, operate and maintain the Permitted Improvements.

14.3 Lessee Additional Covenants. Lessee further covenants and agrees with Lessor to:

(a) promptly inform Lessor of the occurrence of any event that in any way materially affects the operation of the System or the performance of Lessee's obligations under this Lease (including, but not limited to, the delivery or receipt of any notices of default under any third party contract and the occurrence of any event that can reasonably be expected to result in the imposition of material liability or obligations on Lessee or Lessor under any Applicable Legal Requirement).

(b) provide Lessor with such other information as Lessor may reasonably request, from time to time, to ensure Lessee's compliance with the terms of this Lease.

ARTICLE XV
LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

15.1 Lessor Representations and Warranties. As of the Effective Date, Lessor represents and warrants the following to Lessee.

(a) Lessor has the legal capacity to enter into and perform this Lease.

(b) The execution, delivery and performance of this Lease has been duly authorized by all necessary action on the part of Lessor, and each Person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor. This Lease has been duly executed and delivered by Lessor and, assuming due authorization, execution and delivery hereof by Lessee, constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except as enforceability may be affected by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or similar laws affecting creditor's rights generally and by the application of equitable principles.

(c) Neither the execution and delivery of this Lease by Lessor, nor compliance by Lessor with the terms hereof will (i) conflict with or violate any constitutive documents of Lessor, (ii) violate, breach or constitute a default (with or without the giving of notice or lapse of time or both) under any material agreement to which Lessor is party or by which it or its properties or assets may be affected, or (iii) violate any law, rule or regulation applicable to Lessor. No consent from any Person (other than those which have been obtained) is required in connection with the due authorization, execution, delivery and performance of this Lease by Lessor.

(d) There is no pending or, to Lessor's knowledge, threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessor or its properties wherein any unfavorable decision, ruling, or finding could reasonably be expected to affect the validity or enforceability of this Lease, Lessor's ability to carry out its obligations hereunder or Lessee's Permitted Use.

(e) None of the documents or other written or other information furnished by or on behalf of Lessor to Lessee or Lessee's agents pursuant to this Lease contains or will contain, to the Lessor's knowledge, any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

(f) Lessor is the record owner of the Building(s) and Property, subject to any easements, restrictions, encumbrances and any other record title matters as set forth on Exhibit C, which would not adversely affect Lessee's Permitted Use during the Term.

ARTICLE XVI
NO WAIVERS

16.1 No Implied Waivers – Remedies Cumulative. No covenant or agreement of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such duly authorized Party's agent. Consent or approval of Lessor or Lessee to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Lease to obtain consent or approval for any other act or matter. Lessor or Lessee may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Lessor or Lessee from any other remedy it might have, either at law or in equity, except as otherwise provided in this Lease.

ARTICLE XVII
MISCELLANEOUS

17.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Lease shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt or rejection and shall be sent by any of the following methods: Email with confirmation of receipt; hand delivery; reputable overnight courier (which shall include Federal Express); or certified mail, return receipt requested.

The communications shall be sent to the addresses set forth on page one.

With a copy to Lessee's counsel:	Bethany Bartlett c/o Kearsarge Energy 1380 Soldiers Field Road, Suite 3900 Boston, Massachusetts 02135
With copies to Lessor's counsel:	Diane M. Gorrow c/o Soule, Leslie, Kidder, Sayward & Loughman 220 Main Street Salem, New Hampshire 03079

Any Party may change its address and contact Person for the purposes of this Section by giving notice thereof in the manner required herein.

17.2 Severability. If any provision of this Lease is held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged shall be deemed separate, severable and independent and the remainder of this Lease will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Lease and the benefits to the Parties are not substantially impaired.

17.3 Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by, and construed and enforced, in accordance with the laws of the State of New Hampshire without regard to its principles of conflicts of law.

17.4 Dispute Resolution; Consent to Jurisdiction.

(a) The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

(b) In the event of a dispute, the sole venues for judicial enforcement hereof shall be any state or federal court in the State of New Hampshire in which jurisdiction properly lies. Each Party hereby consents to and accepts the exclusive jurisdiction and venue of such courts, waives any defense of forum non conveniens.

(c) Injunctive relief from such court may be sought to prevent irreparable harm that would be caused by a breach of this Lease.

(d) 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 or legal costs and fees, including, but not limited to, reasonable attorneys' fees, experts' fees and travel expenses even, if not awarded by the court.

17.5 Entire Lease. This Lease (including its exhibits), the Notice of Lease (defined below), the discharge of Notice of Lease and any consents from any mortgagees of the Property and Subordination and Non-Disturbance Agreements from any mortgagees of the Property, contain the entire agreement between Lessee and Lessor with respect to the subject matter hereof and thereof, and supersede all other understandings or agreements, both written and oral, between the Parties relating to such subject matter.

17.6 Headings and Captions. The headings and captions in this Lease are intended for convenience of reference only, do not form a part of this Lease, and shall not be considered in construing this Lease.

17.7 No Joint Venture. Each Party will perform all obligations under this Lease as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties other than that of lessor and lessee. The obligations of the Lessee and Lessor hereunder are individual and neither collective nor joint in nature.

17.8 Joint Work Product. This Lease shall be considered the work product of both Parties hereto, and, therefore, no presumption or rule of strict construction shall be applied against either Party.

17.9 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Lease, including, without limitation, all attorneys' fees and expenses.

17.10 No Broker. Lessee and Lessor each represents and warrants to the other that it has not dealt with any broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Lessee or Lessor predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend or pay the same.

17.11 Amendments; Binding Effect. This Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Lease or their respective successors in interest. This Lease runs with the Property and the Building(s), inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

17.12 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall, together, constitute one and the same agreement. This Lease may be delivered via fax or email, and any counterpart so delivered shall be treated for all purposes as an original.

17.13 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns. Except as expressly set forth in this Lease, nothing herein shall be construed to create any duty to, standard of care with reference to, liability to, or benefit for any other Person.

17.14 Further Assurances. Each Party shall execute, acknowledge and deliver such documents and assurances, and take such other action consistent with the terms of this Lease that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated hereby and thereby and otherwise in furtherance of the purposes hereof and thereof, provided same do not increase the obligations or the liabilities.

17.15 Good Faith. All rights, duties and obligations established by this Lease shall be exercised in good faith.

17.16 Estoppel. From time to time, but in no event more than three (3) times in any calendar year, upon written request by either Party or its lenders, or Financier, the other Party will provide within ten (10) Business Days of receipt thereof, a commercially reasonable estoppel certificate attesting, to the knowledge of such Party, of the other Party's compliance with the terms of this Lease or detailing any known issues of noncompliance, together with such other matters as reasonably requested.

17.17 Notice of Lease. The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record a Notice of Lease ("Notice of Lease") with the appropriate registry of deeds where the Property is located identifying the Lease Area, Appurtenant Rights, Term and such other commercially reasonable terms. Recordation of the Notice of Lease shall be at Lessee's sole cost and expense.

17.18 Mediation. Any disputes between Lessor and Lessee relating to this Lease shall be submitted to mediation before a mutually agreeable mediator with Lessor and Lessee each paying one-half of the mediation costs. If the dispute is not resolved by mediation, the parties may pursue any available legal remedies.

[Signature page to follow]

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

Lessee:

KEARSARGE SOLAR LLC

By:_____
Name: Andrew J. Bernstein
Title: Manager duly authorized

Lessor:

PELHAM NEW HAMPSHIRE SCHOOL DISTRICT

_____
Name:
Title: Manager duly authorized

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 85 Marsh Road, Pelham, NH

The Lease Area is a portion of the following Property:

Parcel I

A certain tract or parcel of woodland situate in the aforesaid Pelham, containing nineteen and one-half acres, more or less, being the same premises set forth in Deed dated March 26, 1783, recorded with the Hillsborough County Registry of Deeds in Book 119, Page 534., approximately described as follows:

A certain piece of land in Pelham of force containing 17 anchors and 1/2 bounded as follows (viz);

Beginning in a heap of stones on a rock in a ledge at the southwest corner of the premises, being Ezekiel Merrill Northwest corner, and from thence

North 72 1/° E 99 1/4 poles to a stake and stones and thence

North 56° E 71 poles to a stake and stones and thence

South 12° W 85 poles to a stake and stones on the aforesaid Merrill's line and thence by said line to the bound first mentioned about 54 1/4 poles.

Also one other tract of woodland situate in said Pelham, containing one acre and a half more or less, being the same premises set forth in Deed dated March 13, 1797, recorded with the Hillsborough County Registry of Deeds in Book 233, Page 238 approximately described as follows:

A certain parcel of land in Pelham containing about 1 acre and 1/2 be the same more or less, bounded as follows, beginning at a stake and stones by the wall on the line of said Noyes and said Smith's thence southeasterly, southerly and southwesterly as the wall stands to the aforesaid line of Noyes and Smith to a stake and stones, thence northerly on said line to the bound first mentioned

And one other tract of woodland situate in said Pelham, containing thirty-one acres, more or less, being the same premises set forth in Deed dated December 22, 1788, recorded with the Hillsborough County Registry of Deeds in Book 124, Page 543 approximately described as follows:

A certain tract of land situate in Pelham, aforesaid containing 31 acres and 3/4 of an acre it being and lying on the northerly side of Golden Brook so called and southerly side of Stratham Heath's land and bounded as follows,

Beginning at a stake and stones by the land of Abraham Heath from thence
Northeasterly by the land of Abraham Heath 19 poles and 1/4 to a heap of stones at an old pine fallen and thence more southerly by his land 12 poles to a stake and stones from thence nearly south by the land of Amos Geiger& William Simpson 35 poles a stake and stones by a wall from thence

Southeasterly by the end of Amos Geiger & William Simpson about 62 poles and a half to a stake and stones at John Tallant's Meadow from thence

Westerly or somewhat southwesterly 17 poles and a half by John Tallant's meadow to pine stump 16 poles then southerly by land of Jacob Butler to a heap of stones nearby said Butler's land about 55 poles till it comes to the land of the Revd. Amos Moody to a stake and stones from thence

Northwesterly by said Moody's land about eight poles to two small black oaks from thence a little Westerly upon John Smith, to the bound first mentioned

Also another piece of land adjoining upon Abraham, Heath land, beginning at a heap of stones on a rock at Amos Moody's most northerly corner of said farm, thence northwesterly about 25 poles by Heath's land to a heap of stones on a rock, and thence easterly about two poles to a stake and stones southerly by John Smith's own land to the bound first mentioned, including the same.

Parcel II

A certain tract or parcel of land situated in Pelham, Hillsborough County, New Hampshire, being shown on plan of land entitled "Plan of Land located in Pelham, New Hampshire" prepared for Hudson-Pelham School District, scale: 1"=1100', July 10, 1972, prepared by Essex Survey Service, Inc., 47 Federal Street, Salem, Massachusetts, revised August 14, 1972, and according to said plan bounded and described as follows:

Beginning at the southeast corner of the premises at a point on the easterly line of Marsh Road, at a drill hole in a stone wall and at land now or formerly of Bogush; thence

North 22°11'50" east one hundred ninety-nine and 78/100 (199.78) feet to a point; thence

North 21° 28'34" east one hundred seventeen and 11/100 (117.31) feet to a point; thence

Continuing northeasterly seventy-one and 51/100 (71.51) feet to a point; thence

North 39°16'13" east thirty-six (36) feet to a point; thence

North 40°27'13" east forty-nine and 02/100 (49.02) feet to a point; thence

North 45°8'43" east sixty-four and 77/100 (64.77) feet to a portion of a stone wall; thence

North 56° 32' 42" east three hundred forty-four and 34/100 (344.34) feet to a stone bound (all previous courses being by the easterly line of Marsh Road); thence

South 43°55'43" east five hundred fourteen and 05/100 (514.05) feet by land now or formerly of Rossi to a stone bound; thence

North 45°37'29" east seven hundred fifty-five and 91/100 (755.91) feet by land of Rossi and Sikut to a stone bound; thence

North 21°24'56" west one hundred fourteen and 46/100 (114.46) feet by land of Sikut to a point; thence

North 57°48'58" east three hundred twelve and 62/100 (312.62) feet by land now or formerly of Lovely to a point; thence

South 21°29’08” east one hundred forty-eight and 50/100 (148.50) feet by a stone wall to a drill hole in the wall; thence

South 21° 13’29” east three hundred thirty and 89/100 (330.89) feet by stone wall to a drill hole in the wall; thence

South 21°17’49” east four hundred forty-nine and 53/100 (449.53) feet by a stone wall to a drill hole in the wall; thence

South 21°23’44” east four hundred sixteen and 42/100 (416.42) feet by a stone wall and then to a ditch; thence

South 0°54’50” east two hundred fifty-four and 28/100 (254.28) feet by the ditch to a point; thence

South 2°22’08” west sixty-four and 73/100 (64.73) feet to an iron pipe; thence

South 14°23’15” west one hundred seventy-two and 97/100 (172.97) feet by a ditch to an iron pipe; thence

South 13°38’11” west two hundred ninety-nine and 17/100 (299.17) feet by a ditch to an iron pipe; thence

South 15°05’16” west ninety-six and 22/100 (96.22) feet by a ditch to a point; thence

North 75°08’07” east ninety-five and 60/100 (95.60) feet to a point; thence

North 89°08’35” east twenty-six and 85/100 (26.85) feet to a point; thence

South 71°10’20” east three hundred fourteen and 8/10 (314.8) feet by a fence to a point; thence

Continuing southeasterly sixty (60) feet, more or less, to Beaver Brook; thence

Southwesterly by the Brook seven hundred eighty-five (785) feet, more or less, to a point on the east line of Willow Street; thence

Northwesterly by the east line of Willow Street two hundred fifty-nine (259) feet, more or less, to the end of a stone wall; thence

North 60°47’29” west three eighty-seven and 96/100 (387.96) feet by a stone wall to a drill hole in the wall; thence

North 57°41’26” west nine hundred thirty-four and 73/100 (934.73) feet by land now or formerly of Matses, Collings, and Nesky to a point; thence

North 13°15’45” east one hundred thirty-two (132) feet, more or less, to a point; thence

North 7°14’15” west four hundred forty-five and 5/10 (445.5) feet partially by a stone wall to a drill hole in the wall; thence

North 76°49’30” west two hundred eighty and 94/100 (280.94) feet to a bend in the wall; thence

North 64°04’00” west four hundred nineteen and 58/100 (149.58) feet by a stone wall to a point; thence

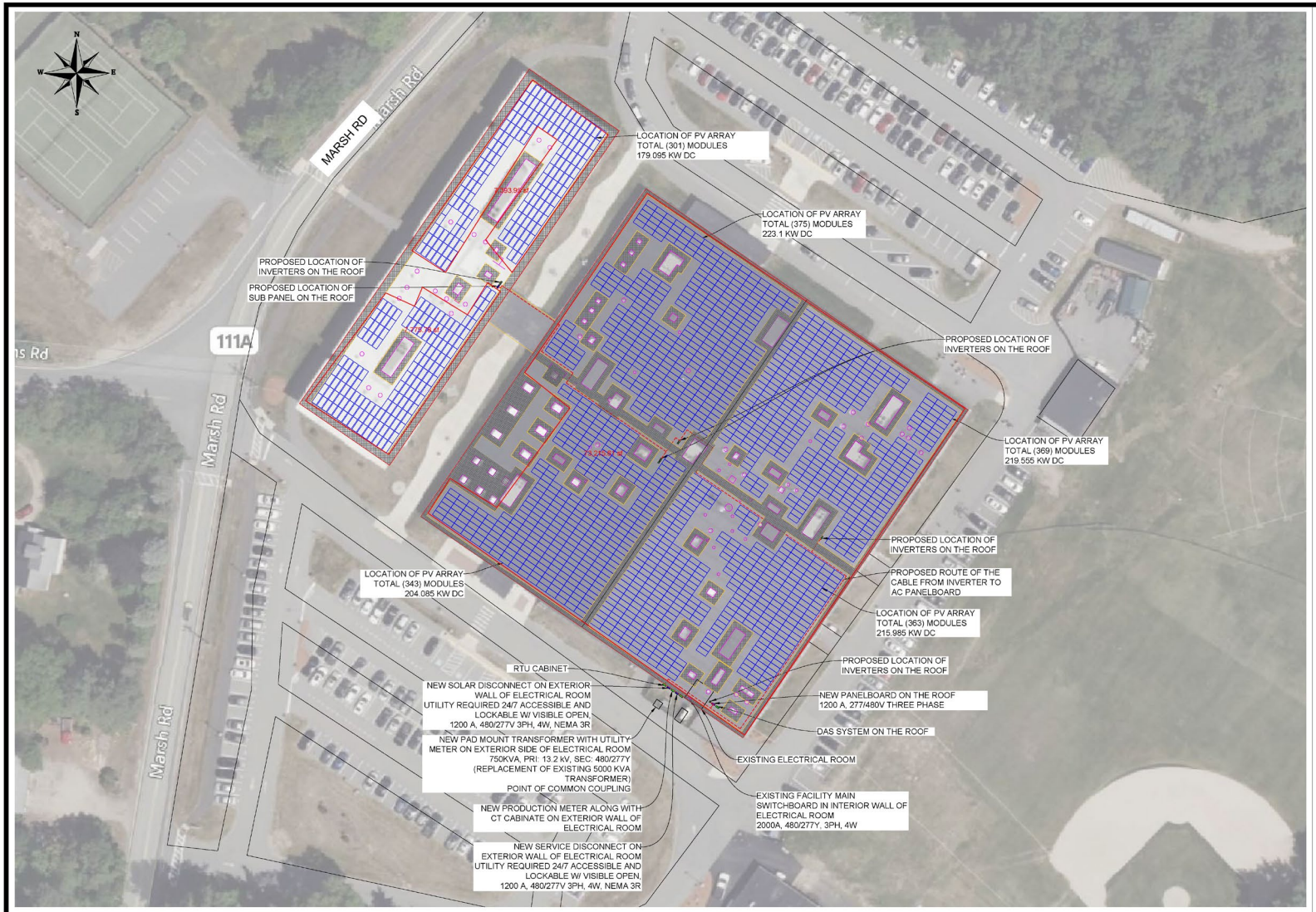
North 63°48’19” west one hundred thirty-one and 57/100 (131.57) feet by a stone wall to the point of beginning.

Containing 72.24 acres, more or less, according to said plan.

EXHIBIT A-1

Exhibit A-1 consists of the following plan
(see next page)

Current estimated System size:
High School 700 kW AC, 1,041 kW DC



1
PV-03

SITE PLAN

SCALE : 1" = 30'-0"

DISTANCE ARE PROVIDED FOR CONVENIENCE ONLY. A LICENCSED SURVEYOR MUST BE RETAINED TO CONFIRM ALL LOCATION PRIOR TO CONSTRUCTION.

H2DC PLLC
Professional Electrical Engineering

HURRICANE HILL DEVELOPMENT COMPANY PLLC
1042 HURRICANE HILL ROAD
MASON, NH 03048-1726
PHONE: 603-887-1726 (OFFICE)
WEB: WWW.H2DC.COM

REVISIONS

DESCRIPTION	DATE	REV
IFC SET	11/25/2024	0
IFC SET	11/30/2024	1
IFC SET	12/24/2024	2

SIGNATURE WITH SEAL

NH-COA # 1973
SEALED ON 11/25/2024
H2DC PLLC
MIKE@H2DC.COM
ELECTRICAL ONLY

CLIENT INFORMATION

KEY SOLAR

KEY SOLAR LLC

50 DEPOT ROAD, UXBRIDGE, MA 01569

PROJECT INFORMATION

1041.845 KW DC
700.00 KW AC

SOLAR ROOFTOP SYSTEM AT

85 MARSH RD,
PELHAM, NH 03076

DESIGNED BY	SR
CHECKED BY	MM
APPROVED BY	MM

SHEET NAME

SITE PLAN

SHEET SIZE

ARCH D
24" X 36"

SHEET NUMBER

PV-03

EXHIBIT B

[Reserved]

EXHIBIT C

MORTGAGES AND LIENS UPON THE PROPERTY

As of February 15, 2025:

1. Liens for taxes and assessments which become due and payable subsequent to the date hereof.

2. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not appearing in the Public Records.

3. Amending Right of Way Agreement from Pelham School District to Tennessee Gas Pipeline Company dated May 20, 1981, recorded in Book 2845, Page 25 and Amending Right of Way Agreement from Pelham School District to Tennessee Gas Pipeline Company dated January 22, 2001, Book 6389, Page 668.

4. Easement from the Pelham School District a/k/a The School District of the Town of Pelham to Granite State Electric Company dated June 25, 2009, recorded in Book 8118, Page 713.

5. Agreement by and between Pelham School District to Pennichuck Water Works, Inc. dated October 24, 2012, recorded in Book 8595, Page 1437.

6. Easement by and between Pelham School District and Liberty Utilities (Granite State Electric) Corp. dated April 5, 2017, recorded in Book 8963, Page 1628.

7. License Agreement between Pelham School District and the Town of Pelham dated June 28, 2017, recorded in Book 9020, Page 1040.

8. Easement from Pelham School District and Liberty Utilities (Energynorth Natural Gas) Corp. dated September 5, 2018, recorded in Book 9125, Page 1531.

9. Permanent Easement Deed from Pelham School District to the Town of Pelham dated April 3, 2019, recorded in Book 9175, Page 2265.

10. Easement by and between Pelham School District and Liberty Utilities (Granite State Electric) Corp. dated November 3, 2021, recorded in Book 9566, Page 364.

11. Encroachment Agreement by and between Tennessee Gas Pipeline Company L.L.C. and Pelham School District dated September 23, 2022, recorded in Book 9655, Page 2188.

12. Easement from Pelham School District to Consolidated Communications of Northern New England Company LLC and Liberty Utilities/Energy Efficiency dated July 19, 2022, recorded in Book 9657, Page 2106.

13. Agreement by and between Pelham School District to Pennichuck Water Works, Inc. dated July 22, 2009, recorded in Book 8155, Page 1713.

EXHIBIT D
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT dated the [ ] day of [ ], 20__ among [_____], a [ ] duly organized and existing under the laws of [_____] having its principal place of business at [ ] ("Lender"); [_____, a _____ duly organized and existing under the laws of [_____] having its principal place of business at [_____] ("Landlord") and [_____, a _____ duly organized and existing under the laws of [_____] having its principal place of business at [_____]("Tenant").

WITNESSETH:

WHEREAS, Tenant has entered into a lease with Landlord dated the(hereinafter referred to as the "Lease") leasing certain premises in_____, (the "Premises") as more particularly described in said Lease, and

WHEREAS, Lender is the holder of a certain Note in the sum of $[ ] secured by a first mortgage lien (the "Mortgage") upon premises of which the leased premises [are a portion], the lien of said [ ] being prior to the Tenant's leasehold estate, and

WHEREAS, Tenant desires to be assured of the continued use and occupancy of the premises under the terms of said Lease, and

WHEREAS, Lender agrees to such continued use and occupancy by Tenant provided that by these presents Tenant agrees to recognize and attorn to Lender of purchaser in the event of foreclosure or otherwise.

NOW, THEREFORE, in consideration of the promises and the sum of $100.00 by each party in hand paid to the other, receipt of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. In the event it should become necessary to foreclose the said Mortgage or Lender should otherwise come into possession of the Premises, Lender will not join Tenant under said Lease in summary or foreclosure proceedings and will not disturb the use and occupancy of Tenant under said Lease so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease beyond any applicable cure period; and has not prepaid the rent except [monthly] in advance as provided by the terms of said Lease (although absent another default, Tenant's rights hereunder shall not be disturbed due to any such prepayment, but Tenant shall not be entitled to credit therefor).

2. The Lease is and shall be subject and subordinate to the provisions and lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal amount and other sums secured thereby and interest thereon; however, certain photovoltaic solar energy generating equipment, including any modifications or substitutions thereto, (the "Equipment"), shall be considered Tenant's personal property and not a fixture on the Premises. Tenant's interest in the Equipment shall be and at all times remain free

of any lien or charge by the Mortgage and free of any right, title, or interest of Lender. Lender intentionally and unconditionally waives, relinquishes and subordinates the priority and superiority of the Lender's right and interest to the Premises thereunder to the lien or charge of the Tenant in the Equipment, and any and all extensions, renewals, modifications or replacements thereof.

3. Tenant agrees that in the event any proceedings are brought for the foreclosure of any such Mortgage it will attorn to the purchaser of such foreclosure sale and recognize such purchaser as the landlord under said Lease accruing from and after the date of such foreclosure. Said purchaser by virtue of such foreclosure to be deemed to have assumed and agreed to be bound, as substitute Landlord, by the terms and conditions of said lease until the resale or other disposition of its interest by such purchaser, except that such assumption shall not be deemed of itself an acknowledgment of such purchaser of the validity of any then existing claims of Tenant against the prior Landlord. All rights and obligations herein and hereunder to continue as though such foreclosure proceedings had not been brought, except as aforesaid. Tenant agrees to execute and deliver to any such purchaser such further assurance and other documents, including a new lease upon the same terms and conditions as the said lease, confirming the foregoing as such purchaser may reasonably request. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect the said Lease and the obligations of Tenant thereunder by reason of any such foreclosure proceeding.

4. Landlord authorizes and directs Tenant to honor any written demand or notice from Lender instructing Tenant to pay rent or other sums to Lender rather than Landlord (a "Payment Demand"), regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Lender and shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Tenant to Lender or in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease.

5. The provisions of this Agreement are binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

[Lender]

By: _____
Name:
Title:

_____ OF _____

COUNTY OF _____, ss. _____, 20__

Then personally appeared before me, the undersigned notary public, the above-named _____, the _____ of [**Lender**], proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument was signed voluntarily, and as his/her free act and deed on behalf of [**Lender**].

_____
Notary Public
My Commission Expires:

[TENANT]

By: _____
Name:
Title:

_____ OF _____

COUNTY OF _____, ss. _____, 20__

Then personally appeared before me, the undersigned notary public, the above-named _____, the _____ of [**Tenant**], proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument was signed voluntarily, and as his/her free act and deed on behalf of [**Tenant**].

_____
Notary Public
My Commission Expires:

[LANDLORD]

By: _____
Name:
Title:

_____ OF _____

COUNTY OF _____, ss. _____, 20__

Then personally appeared before me, the undersigned notary public, the above-named _____, the _____ of [**Landlord**], proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument was signed voluntarily, and as his/her free act and deed on behalf of [**Landlord**].

_____
Notary Public
My Commission Expires:

EXHIBIT E

TERMINATION PAYMENT SCHEDULE DUE FROM LESSOR TO LESSEE

HighSchool Termination Schedule		
Year	**Termination Value at Start of Year ($)**	
1	$	3,921,466
2	$	3,853,260
3	$	3,559,474
4	$	3,263,925
5	$	2,966,317
6	$	2,672,020
7	$	2,117,992
8	$	2,092,073
9	$	2,017,904
10	$	1,940,712
11	$	1,860,190
12	$	1,776,025
13	$	1,687,894
14	$	1,595,468
15	$	1,498,406
16	$	1,362,541
17	$	1,258,514
18	$	1,148,410
19	$	1,031,863
20	$	908,486
21	$	777,870
22	$	639,577
23	$	493,148
24	$	338,093
25	$	173,893

TERMINATION PAYMENT SCHEDULE DUE FROM LESSEE TO LESSOR

PELHAM HIGH SCHOOL

Year	Savings/Revenues	Early Termination Value
1	$5,545	$217,537
2	$6,355	$220,694
3	$7,169	$223,167
4	$7,987	$224,924
5	$8,809	$225,934
6	$9,635	$226,163
7	$10,465	$225,574
8	$11,300	$224,131
9	$12,138	$221,797
10	$12,981	$218,530
11	$13,827	$214,291
12	$14,678	$209,035
13	$15,533	$202,718
14	$16,393	$195,293
15	$17,256	$186,712
16	$18,124	$176,925
17	$18,996	$165,878
18	$19,872	$153,517
19	$20,753	$139,785
20	$21,638	$124,623
21	$22,527	$107,970
22	$23,421	$89,762
23	$24,319	$69,931
24	$25,222	$48,409
25	$26,129	$25,124
TOTAL	$391,074	

Return to agenda

Eric "Chip" McGee, Ed.D.
Superintendent

Sarah Marandos, Ed.D.
Assistant Superintendent

Deb Mahoney
Business Administrator

Toni Barkdoll
Director of Human Resources

Keith Lord
Director of Technology

59A Marsh Road
Pelham, NH 03076

T:(603)-635-1145
F:(603)-635-1283

Kimberly Noyes
Director of Student Services

To: Pelham School Board
From: Chip McGee and Dawn Mead
Re: Cell Phone Pouches at PHS
Date: March 5, 2025

The Pelham School Board has requested information regarding the possibility of using cell phone pouches at Pelham High School. (Note: Cell phone pouches is shorthand for "notification-enabled devices," which includes cell phones, smartwatches, earbuds, and other distraction-causing devices.

At the start of the 2024-25 school year, Pelham High School updated its handbook guidelines for Personal Electronic Devices. The new section reads:

> *Cell phones/personal electronic devices/smartwatches/earbuds or AirPods ARE NOT ALLOWED within any academic classroom setting, in bathrooms, locker rooms, and hallways. Students WILL be allowed to use them before school, after school, and during lunches. Students who need to make a phone call can come to the main office. The main office phone is not available for personal calls except for parent / guardian phone calls. Parents/Guardians are asked to avoid calling their child's cell phone during school hours unless it is an emergency, in which case they can contact the main office to get a message to their child. (p. 34)*

Principal Mead started with students to develop this approach. Like most schools and places of work, cell phones and social media have become very distracting. Ms. Mead insisted students have a role in decisions that affect them.

At the same time, Superintendent McGee had prepared a request for the 2025-26 School Year (FY26) to purchase cell phone pouches for PHS. The cost at the time was $17,664 for the full high school with an estimated ongoing annual cost of $4,416 to replace old pouches. The proposal was to expand the program, started at PMS in 2024-25, using a system called Yondr. They provide a simple, secure pouch that stores a phone and other notification-enabled devices. Every student would secure their devices in a personally assigned pouch when they arrive at school. Students would maintain possession of their devices throughout the day. Students would not be able to use them until their pouches are opened at the end of the school day.

The purpose of the pouches would be to improve teaching and learning. Learning and social behavior improve drastically when students are fully engaged with their teachers and classmates. The potential disadvantage was that some students and parents would argue against restricting a student's access to their cell phone during the school day.

In the fall Superintendent McGee met with the PHS student government to discuss the distractions created by social media and notification-enabled devices. We discussed *The Anxious Generation* by Jonathan Haight, the role of trust in learning, and the maturity of high school aged students. The students were thoughtful, well prepared, and open minded. In the end, I was convinced, for next year, to table the discussion of cell phone pouches, and allow the experiment in self-governance continue at Pelham High School.

I recommend the School Board invite representatives from the student government to share their perspective with you at a future meeting.

Return to agenda

Eric "Chip" McGee, Ed.D.
Superintendent

Sarah Marandos, Ed.D.
Assistant Superintendent

Deb Mahoney
Business Administrator

Toni Barkdoll
Director of Human Resources

Keith Lord
Director of Technology

59A Marsh Road
Pelham, NH 03076

T:(603)-635-1145
F:(603)-635-1283

Kimberly Noyes
Director of Student Services

To: Pelham School Board
From: Chip McGee, Sarah Marandos, and Dawn Mead
Re: PHS Schedule
Date: March 5, 2025

Bottom Line
The Pelham School Board has requested information regarding the scheduling options for Pelham High School. We support this initial discussion as an additional lever to consider improving student performance. To make a change, we would need more time to listen to stakeholders, investigate potential impacts, and, if necessary, change student and teacher schedules.

Options
For this memorandum, we have focussed on two types of block schedules, known as “4 x 4” and “A/B.” Each has many variations. For sake of brevity, this memo presents the variations of each that has been used in Pelham.

- A 4 x 4 schedule has students taking four classes in the fall and four in the spring. Full credit classes met every day for a semester. Half credit classes meet for a quarter.
- An A/B schedule has alternating days (i.e. “Blue” and “White” days). Four classes met on one day and then four different classes met on the next day. Full credit classes meet every other day for the whole year. Half credit classes met every other day for a semester.

These schedules can have many variations regarding the length of a class period, the number of blocks, the timing of advisory, and the schedule of classes through the week.

Effectiveness
The highest priority of the District is to reach our goals including improving student performance in math and literacy. To do so, we look for the most effective levers. The research indicated that modifying school calendars or timetables is likely to have a positive impact, but that it would be small. (Hattie, 2024) This analysis includes changing the school terms, semesters, vacation times, times of day for starting and closing school, block scheduling or various time spans for classes. As a general rule, we look for interventions that have more potential to accelerate student achievement.

Background in Pelham
We looked back ten years at PHS schedule designs. Until 2017-18, Pelham High School used a 4 x 4 schedule. In 2017, PHS moved to an A/B schedule. Along with that change, we added Professional Learning Community (or PLC) time to teachers' work day, which limited our course offerings and created some frustration among parents of high school students. We reintroduced the 4 x 4 schedule for the 2020-2021 and 2021-2022 school years as a result of the pandemic. The block schedule kept students in smaller cohorts with less mixing during the school day and during the semester. After the pandemic, the Pelham School Board decided to keep the 4 x 4 schedule as the high school schedule. This decision was based on the voices of our three major stakeholders. A September 2021 survey found that 90% of faculty, 86% of students, and 77% of parents prefer the 4 x 4 block schedule to the A/B schedule. We continue to operate with a 4 x 4 schedule today.

Contrasts
These two schedules offer several contrasting impacts.

4 x 4	A/B
We are ready for a 4 x 4 schedule for the 2025-26 school year.	We would need to transition for 2025-26, which would, at a minimum, delay scheduling for students and teachers.
Full credit courses are a semester long.	Full credit courses are a full year.
Students have three to four classes at a time.	Students have six to eight classes at a time.
Teachers work with three classes of students at a time.	Teachers work with six classes of teachers at a time.
Students have the option to take eight consecutive math courses.	Students can take four consecutive math courses, or "double up" in non-sequential courses like Algebra II and Geometry.
Extended student absences create larger challenges but in fewer classes.	Extended student absences create smaller challenges but in more classes.

Recommendation
Given the modest impact of modifying a school schedule on student achievement and the possibility of unintended consequences, we recommend that the Board table this discussion until the summer retreat. At that time, the Board could consider this, along with other additional levers of improvement to work towards our common goal of improving student performance in math and reading.

Return to agenda

Eric "Chip" McGee, Ed.D.
Superintendent

Sarah Marandos, Ed.D.
Assistant Superintendent

Deb Mahoney
Business Administrator

Toni Barkdoll
Director of Human Resources

Keith Lord
Director of Technology

59A Marsh Road
Pelham, NH 03076

T:(603)-635-1145
F:(603)-635-1283

Kimberly Noyes
Director of Student Services

Date: March 5, 2025

Agenda Item: Acceptance of Unanticipated Revenue - ECF

Presented By: Deborah Mahoney

Action:

- ☐ Presentation
- ☐ Information
- ☑ Decision

Background:

As discussed through the Public Hearing, we ask the Board to accept unanticipated revenue from USAC for Emergency Connectivity Funds (ECF) in the amount of $63,673.78. The Innovation Grant (held in Fund 25) was established to support technology for the District. This grant has been funded this way over the years.

Fiscal Implications:

Increase Fund 25 Other Special Fund by $63,673.78 for ECF funds to be added to the Innovation Grant balance.

Recommendation:

I make a motion to accept $63,673.78 in federal grant revenue from the Emergency Connectivity Fundy (ECF), to be added to the innovation grant fund.

Return to agenda

Cost Per Pupil (Continued)

The New Hampshire Department of Education calculates Cost per Pupil based on current expenditures as reported on each school district's Annual Financial Report (DOE-25). Cost per Pupil represents current expenditures less tuition and transportation costs. Any food service revenue is deducted from current expenditures before dividing by Average Daily Membership (ADM) in attendance. Capital and debt service are not current expenditures and are not included.
Source: https://www.education.nh.gov ⇒ Data Reports ⇒ Public Reports ⇒ Financial Reports.

ARTICLE 2 - BY PETITION

Shall the Town vote to implement the Hillsdale K-8 Singapore Math Dimensions curriculum in the Pelham School District?

ARTICLE 3 - BY PETITION

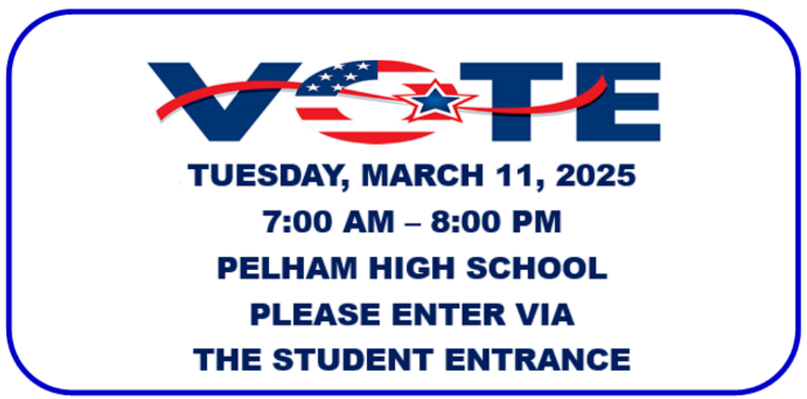
Shall the Town vote to remove the position of the 2nd Assistant Principal at Pelham High School (a non-union position recently established in the school year 2023-2024) with a proposed salary of $107,000 in order to help reduce the school budget and focus on teacher retention?

ARTICLE 4 - BY PETITION

Shall the Town vote to have the School Board do a ten year study to determine the influx of students on the school system and the tax impact on the taxpayers of Pelham for the next ten years?

ARTICLES 2-4 BY PETITION - EXPLANATION

The School Board does not explain petition warrant articles. We do not want to inadvertently explain something inaccurately as these are not articles put forth by the Board.



Pelham School District
Inspiring success one mind at a time.

2025 VOTER GUIDE

To Our Friends and Neighbors, the Residents of Pelham,

We put together this Voter Guide to help you make an informed decision on Election Day. The guide includes the School District Warrant Articles and provides an explanation.

Please do not hesitate to reach out to us at psb@pelhamsd.org or visit us at www.pelhamsd.org for additional information. All of the details from the budget process can be found under *School Board* ⇒ *Voting & Elections* ⇒ *Budget Information*. School Board members, school administrators, and SAU staff are happy to answer any questions you may have.

Our hope is that this guide provides you with the information necessary to cast a well-informed vote. Election Day is Tuesday, March 11, 2025, between 7:00 AM and 8:00 PM, at Pelham High School. We appreciate your support and look forward to seeing you at the polls.

Respectfully yours,

Pelham School Board

Troy Bressette, Chair
Garrett Abare
Darlene Greenwood
G. David Wilkerson, Vice Chair
Rebecca Cummings

ARTICLE A - ELECTION OF OFFICERS

To elect by ballot the following School District Officers:

- School Board Member 3-Year Term
- School Board Member 3-Year Term

ARTICLE 1 - OPERATING BUDGET

Shall the Pelham School District raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session of the annual school district meeting, for the purposes set forth herein, totaling Forty-Four Million, Eighty-Two Thousand, Four Hundred Eleven Dollars ($44,082,411)? Should this article be defeated, the default budget shall be Forty-Three Million, Three Hundred Forty-Nine Thousand, Sixty-Eight Dollars ($43,349,068), which is the same as last year, with certain adjustments required by previous action of the Pelham School District or by law; or the Pelham School Board may hold one special meeting, in accordance with RSA 40:13 X and XVI, to take up the issue of a revised operating budget only. *(Majority vote required)*

Recommended by the School Board (5-0-0)
Recommended by the Budget Committee (9-0-0)

ARTICLE 1 - EXPLANATION

Article 1 is about the operating budget, which is the funding the School Board determined necessary to provide quality educational programming for our students next year. The proposed budget is only $733,343 (1.7%) more than the default budget. The default budget is the budget that would be adopted if the proposed budget does not pass. It is the previous year's budget adjusted for one-time expenditures, debt service, and other obligations. The Board used the following commitments as the framework for developing the budget.

- Maintain programming and adherence to class size guidelines.
- Maintain long-term plans for technology, instructional materials, and capital maintenance.

Key Budget Increases

The Pelham School District faces key budget increases that are related to legal and contractual obligations. These are outside the control of the Board. The overall budget reflects an increase of $1,647,292 over the 2024-2025 adopted budget (3.9%). This is less than the increases from health insurance, the teachers contract, and special education. This is because the Board reduced expenses in other areas such as personnel.

Return to agenda

Non-Discretionary Budget Increases		
Cost Item	**Explanation**	**Increase**
Health Insurance	*Increase in health insurance premiums. This is the portion funded by the District.*	*$669,464*
Teachers Contract	*Increase in the teachers contract for year 2. The contract was approved by voters in March 2024.*	*$635,257*
Special Education (OOD)	*Increase tuition ($78,382) and transportation ($327,018) for out-of-district (OOD) students.*	*$365,938*
Total		***$1,670,659***

Enrollment Data

Enrollment					
Year	**21-22**	**22-23**	**23-24**	**24-25**	**25-26***
Elementary (Pre-K–5)	*715*	*756*	*752*	*752*	*777*
Middle (6-8)	*383*	*356*	*339*	*349*	*340*
High School (9-12)	*580*	*581*	*556*	*512*	*472*
Total	***1,678***	***1,693***	***1,647***	***1,613***	***1,589***
**Projected. Source: Superintendent's October 1 Enrollment Projections.*					

Goals 2024-25

The Pelham School Board has set four goals that establish the short- and long-term strategic direction for the District.

- **Improving Student Performance in Mathematics**
- **Strengthening Student Connections**
- **Improving Student Performance in Literacy**
- **Making Pelham the Best Place to Work**

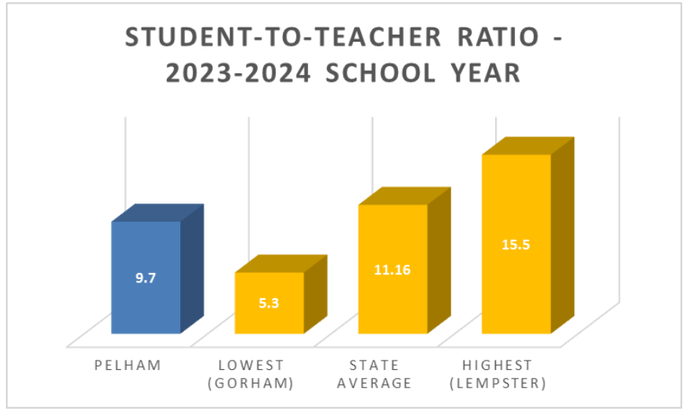
Personnel Adjustments

Given enrollment declines and increases in key budget areas, the Pelham School Board reduced staffing levels in this budget. Overall, for the Proposed FY26 Budget, personnel is reduced by **($203,421)**. This includes the following reductions:

- Pelham High School
  - Business Teacher Position
  - Part-Time Reading Specialist Position
- Pelham Memorial School
  - Special Education Teacher (50% in the operating budget and 50% funded through a grant)
- Pelham Elementary School
  - Special Education Teacher Position
  - Classroom Teacher Position

The budget also includes additional personnel based on need. This includes three instructional assistants to support students with learning disabilities and an additional custodian at PMS given the doubling of the building's size due to the renovation.

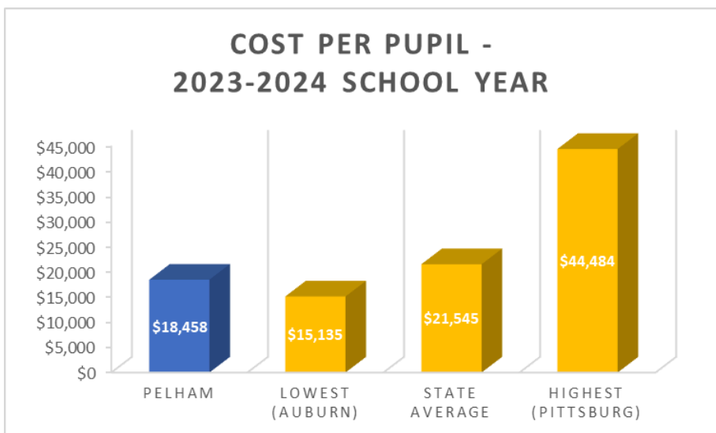
Student-To-Teacher Ratio



This chart shows the Student-to-Teacher Ratio for the Pelham School District compared to the average across the state as well as the highest and lowest ratios. The number of teachers is defined as the full-time equivalent for grades K-12 of subject-specific teachers at all grade levels, as well as special education and regular classroom teachers. Please note that Student-to-Teacher Ratio is not a measure of average class size.

Cost Per Pupil

The School Board remains committed to fiscal responsibility. As measured by cost per pupil, the Pelham School District is 147th out of 161 districts in New Hampshire for 2023-24. The average cost per pupil in New Hampshire was $21,545. Pelham's cost per pupil was $18,458.



2024 Version

PELHAM SCHOOL DISTRICT POLICY
ACAC – TITLE IX PROHIBITION OF SEX DISCRIMINATION AND SEX-BASED HARASSMENT: POLICY AND GRIEVANCE PROCEUDRE

This policy and grievance procedure applies to all reports or complaints of sex discrimination, including reports or complaints of sex-based harassment. The "Title IX Grievance Procedure" (or sometimes simply the "Grievance Procedure") is Section III**. Instructions for making a report of sex discrimination or sex-based harassment are found in** Section II.G, and instructions for making a "Complaint," initiating the formal investigation, and determination process are found in Section III.A.

Definitions of "sex discrimination" and "sex-based harassment," along with examples of what might constitute sex-based harassment, are found in Section II.D **of this Policy.**

I. TITLE IX "NONDISCRIMINATION POLICY"

The Pelham School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admissions/enrollment, or in employment.

A full version of the Title IX Notice of Nondiscrimination with name and contact information for the Title IX Coordinator is found on the District website, in policy AC-R(2), and school handbooks, and additional information regarding District nondiscrimination policies, statements, and procedures can be found in Policy AC. By locating information regarding all nondiscrimination resources in one place, the District intends to clearly communicate the protections, resources, and procedures to which individuals are legally entitled.

II. DISTRICT POLICY PROHIBITING AND RESPONDING TO SEX DISCRIMINATION INCLUDING SEX-BASED HARASSMENT

A. Introduction and General Purpose

Sex discrimination of any type, including sex-based harassment, or to any extent is strictly prohibited by the District whether or not such conduct or behavior rises to the level of conduct prohibited under Title IX. Retaliation for reporting sex discrimination or participating in the Grievance Procedure set out in Section III of this Policy, among other things, is also strictly prohibited by the District. For discriminatory or harassing conduct which does not meet the definition of sex discrimination or sex-based harassment under Title IX and this Policy, the District's response will be governed under other applicable laws and policies per Board policy AC, the policies referenced therein, and applicable codes of conduct or handbooks.

Title IX and various other state and federal statutes prohibit discrimination on the basis of sex. Title IX obligates all recipients to comply with Title IX and the Department's Title IX regulations, with some limited exceptions set out in the statute and regulations. When "Title IX" is referenced in this policy, the term refers to Title IX and the regulations. Accordingly, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, co-curricular, extra-curricular, research, occupational training, or other education program or activity operated by the District. Sex-based harassment is a form of sex discrimination and is likewise prohibited.

If the District has knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity, it must respond promptly and effectively. Conduct that occurs under the District's education program or activity includes conduct that is subject to the

District's disciplinary authority. As part of the general prohibition on sex discrimination, the District has an obligation to address sex-based harassment, including such conduct that creates a hostile environment under its education program or activity.

B. **Title IX Notice of Nondiscrimination and Grievance Procedures**

The District's Title IX Notice of Nondiscrimination may be found in Board policy AC and on the District's website at *https://www.pelhamsd.org/Policies.aspx. A*dditional information regarding District nondiscrimination policies, statements, and procedures can also be found in Policy AC. By locating all nondiscrimination resources in one place, the District intends to clearly communicate the protections and resources to which individuals are legally entitled.

C. **Application of This Policy**

This Policy applies to all students, employees, and any third party who contracts with the District to provide services to District students or employees, upon District property or during any school program or activity. Additionally, the protections extend to any other person who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

The prohibitions and obligations under this policy apply to all sex discrimination as defined in Title IX that occurs within the District's education programs or activities. The context of behavior can impact whether conduct falls within the definitions of sex discrimination and sex-based harassment prohibited under Title IX, and of conduct of a sexual nature that is offensive or hostile in itself, but which is not sex discrimination prohibited under Title IX. However, all conduct of the kind listed in the definition of "sex-based harassment" in Section II.D, is prohibited under this policy, as well as under various other Board policies and applicable codes of conduct. However, for purposes of its Title IX obligations the District must address reports or complaints of conduct which MAY constitute sex discrimination or sex-based harassment as set forth in this policy and the Title IX Grievance Procedure set out in Section III**.** Except when the context in this policy suggests otherwise, or as used in other laws (e.g., Title VII) or other Board policies (e.g., policy JICK) which pertain to harassment all references to "sex-based harassment" in this policy mean sex-based harassment that meets the definition below.

Nothing in this policy will be construed to confer on any third party a right to due process or other proceedings to which student and employee respondents are entitled under this policy unless such right exists under law. [1] Volunteers and visitors who engage in sex discrimination will be directed to leave school property and/or be reported to law enforcement and/or the NH Division of Children, Youth and Families (DCYF), as appropriate. A third party under the supervision and control of the school system will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

D. **Definitions**

As used in this Policy and the Title IX Grievance Process, the terms below shall have the meaning ascribed.

"Complainant" is an individual who is alleged to be the victim of conduct that could constitute sex discrimination, whether or not that person files a report or Complaint. This person must be a District student or employee, or a person who was participating or attempting

to participate in District education programs or activities at the time of the alleged sex discrimination. A parent, legal guardian or other person legally authorized to act on behalf of a complainant may also be a complainant. See Section III.B for persons eligible to make a Complaint.

"Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination. Note that a person who makes a Complaint is not necessarily eligible to be a "complainant." See Section III.B for persons eligible to make a Complaint.

"Dating violence" is defined in sub-paragraph 2.b of the definition of "Sex-based harassment", below.

"Domestic violence" is defined in sub-paragraph 2.c of the definition of "Sex-based harassment," below.

"Days" shall mean calendar days, but shall exclude non-weekend days on which the SAU office is closed (e.g., holidays, office-wide vacations), or any weekday during the school year on which school is closed (e.g., snow days).

"Decisionmaker" means persons tasked with: the responsibility of making initial determinations of responsibility (at times referred to as "initial decisionmaker"); or the responsibility to decide any appeal (at times "appeals decisionmaker") with respect to Complaints of sex discrimination or sex-based harassment in accordance with the Title IX Grievance Process.

"Determination of Responsibility" is the formal finding by the decisionmaker on each allegation of sex discrimination or sex-based harassment contained in a Complaint that the respondent did or did not engage in conduct constituting sex discrimination or sex-based harassment under Title IX.

"Grievance Procedure" is the process by which the District determines if there has been a violation of the District's policies. As used in this policy, Grievance Procedure means the process of evaluation, investigation, determination, and appeal, if any, of a complaint of sex discrimination in violation of the District's prohibition on sex discrimination. The Grievance Procedure is set forth in Section III of this policy.

"Hostile Environment" is defined in sub-paragraph 3 of the definition of "Sex-based harassment", below.

"Pregnancy or related conditions" means: pregnancy, childbirth, termination of pregnancy, or lactation, and any conditions relating to or arising from the same or recovery from the same.

"Quid Pro Quo" is defined in sub-paragraph 1 of the definition of "Sex-based harassment", below.

"Respondent" is an individual who is alleged to have violated the District's prohibition on sex discrimination.

"Retaliation" (copied to policy AC) with minor modification) means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its implementing regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, hearing, or appeal under this policy, including, without limitation, any informal resolution process under Section II.J or in any other actions taken by the District under Section III. Nothing in this definition or this part precludes the District from requiring an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity to participate as a witness in, or otherwise assist with, an investigation, proceeding, or hearing under this part. Persons who are/were personally subjected to the alleged discriminatory conduct are exempt from the previous sentence. See also Sections II.H and III.E.7.

"Sex discrimination" prohibited under Title IX and by this policy includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, gender, sexual orientation, and/or gender identity. Sex-based harassment is a form of sex discrimination. For a definition of "discrimination" and additional types of discrimination prohibited by the District, refer to Board policy AC.

"Sex-based harassment" is a form of sex discrimination. Sex-based harassment prohibited under Title IX and by this policy means sexual harassment and other *conduct on the basis of sex* (including, without limitation, gender, sexual orientation, and/or gender identity), occurring in a school system education program or activity, that qualifies as one or more of the types of harassment described in sub-paragraphs 1-3 of this definition.

- ***NOTE:*** *Even when conduct might meet the criteria of one or more of the definitions, it would not be sex-based harassment under Title IX if (1) the conduct occurred outside the United States or (2) the District did not have disciplinary authority over the conduct. However, the District would nonetheless have an obligation to address a sex-based hostile environment under its education program or activity. Additionally, if the conduct occurred outside of the United States in the context of a District sponsored activity, such conduct would be subject to the applicable Code of Conduct, handbook, or activity rules/agreement.*

1. "Quid pro quo" - A School District employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity conditioning an aid, benefit, or service of an education program or activity on an individual's participation or refusal to participate in sexual conduct irrespective of whether the conduct is welcomed by the student or other employee;

2. Specific Offenses - Sexual assault, dating violence, domestic violence, or stalking as defined in state or federal law. Under Title IX, these specific defenses are defined as follows:

   a. *Sexual assault* meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

b. *Dating violence* meaning violence committed by a person:

i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:

1. The length of the relationship;

2. The frequency of interaction between the persons involved in the relationship;

3. The type of relationship; and

c. *Domestic violence* meaning felony or misdemeanor crimes committed by a person who:

i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of New Hampshire or a person similarly situated to a spouse of the victim;

ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

iii. Shares a child in common with the victim; or

iv. Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

d. *Stalking* meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

i. Fear for the person's safety or the safety of others; or

ii. Suffer substantial emotional distress.

OR

3. Hostile Environment - Unwelcome sex-based conduct that, based on the totality of the circumstances (including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority), is

- subjectively **AND** objectively offensive, **AND**
- is so severe **OR** pervasive
- that it limits or denies a person's ability to participate in or benefit from the District's education program or activity;

Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

a. The degree to which the conduct affected the complainant's ability to access the District's education program or activity;

b. The type, frequency, and duration of the conduct;

c. The parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;

d. The location of the conduct and the context in which the conduct occurred; and

e. Other sex-based harassment in the District's education program or activity.

Behaviors that constitute sex-based harassment may include, but are not limited to:

NOTE: *Incidents of the conduct below would still need to satisfy the criteria in one or more of paragraphs 1-3 of this definition. Behavior that does not meet the Title IX definition of sex-based harassment or sex discrimination may still violate other District policies.gender*

- Sexually suggestive remarks or jokes;
- Verbal harassment or abuse;
- Displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format);
- Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;
- Harassing or sexually suggestive or offensive messages that are written or electronic;
- Subtle or direct propositions for sexual favors or activities;
- Touching of a sexual nature or groping; and
- Teasing or name-calling related to sexual characteristics (including pregnancy) or the belief or perception that an individual is not conforming to expected gender roles or conduct.

Sex-based harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

"Sexual assault" is defined under Sex-based harassment, sub-paragraph 2.a.

"Stalking" is defined under Sex-based harassment, sub-paragraph 2.d.

"Supportive Measures" are free, non-disciplinary, non-punitive, individualized services and shall be offered at no cost to the complainant, and may be offered - also at no cost - to the respondent, as appropriate as described in Sections II.I.1.b and II.I.1.c, below, including, e.g.,

during the Grievance Procedure (Section III) and the informal resolution process (Section II.J). These measures may include, but are not limited to, the following:

1. Counseling;
2. Course modifications;
3. Schedule changes; and
4. Increased monitoring or supervision

Such measures shall be designed to restore or preserve equal access to the District's education programs and activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment and/or deter sex-based harassment. Supportive measures shall remain confidential with exclusive exceptions stated required in Section II.R, below.

E. **Title IX Coordinator**

The Title IX Coordinator is the District's employee who coordinates the District's efforts to comply with its responsibilities under Title IX. Contact information for the Title IX Coordinator shall be included in the Notice of Nondiscrimination. Title IX Coordinator duties are as prescribed throughout this policy and in the Title IX regulations.

No later than July 1 of each year, the Superintendent shall appoint a person to serve as the District's Title IX Coordinator. The Superintendent shall update the Title IX Coordinator information contained in Board policy AC-R and the Title IX Notice of Nondiscrimination and disseminate both as stated in Board policy AC and Section II.B, above. Such information shall be updated in a timely manner any time there is a change to the identity of the Title IX Coordinator before the next annual update.

The Title IX Coordinator shall have such duties as are described in this policy, the Grievance Procedure, and 34 CFR 106.01 – 106.82. The Title IX Coordinator's duties may be carried out by more than one employee or a third party trained as required under Section II.T, as delegated by the named Title IX Coordinator, but the Title IX Coordinator must be an employee and will maintain ultimate administrative oversight of the District's Title IX compliance efforts.

Among other duties, the Title IX Coordinator also monitors the District's education program or activity for barriers to reporting information about conduct that may reasonably constitute sex discrimination under Title IX and take steps reasonably calculated to address such barriers. Additionally, the Title IX Coordinator shall be responsible for ensuring that students, staff, and other participants in District education programs or activities are informed of how to contact its confidential employees per 34 CFR 106.44(d)(1).

F. **Implementation**

The Superintendent shall have overall responsibility for implementing this Policy and shall annually appoint a District Title IX Coordinator as that position is described in Section II.E, above. The name and contact information for the Title IX Coordinator is set forth in

Board Policy AC-R, which policy shall be updated and disseminated annually with the Title IX Coordinator's name as required under Board policy AC. The Title IX notice of nondiscrimination is located at *[https://www.pelhamsd.org/SectionA-FoundationsandBasicCommitments.aspx]*.

G. **Making a Report of Sex Discrimination Including Sex-Based Harassment**

NOTE: *A report alone does not begin the District's Title IX Grievance Procedure. That Procedure is only begun upon the making of a Complaint as described in Section III.A, below.*

Any person may report sex-based harassment/sex discrimination whether relating to themselves, another person or about the District's policies or practices. However, if any District employee – other than an alleged harasser, or the Title IX Coordinator – receives information of conduct which may constitute sex discrimination or sex-based harassment, they shall, without delay, inform the Title IX Coordinator of the information. Failure to report can subject the employee to discipline up to and including dismissal.

A report of sex discrimination or sex-based harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Additionally, while the District strongly encourages reports of sexual harassment to be made directly to the Title IX Coordinator, the report may be made to any District staff member, including, for instance, a counselor, teacher or principal.

If the Title IX Coordinator is the alleged respondent, the report or Complaint may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that report/Complaint or delegate the function to another person, provided that the Superintendent or other person has the requisite training as provided in Section II.T, below.

H. **Staff Obligations to Report**

1. Sex Discrimination and Sex-Based Harassment. Every employee who is not a confidential employee (confidential employees are discussed in subparagraph II.H.3, below) is required to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including, without limitation, sex-based harassment, or retaliation. (Retaliation is described in Sections II.D and II.Q, and "confidential employees" discussed in sub-paragraph II.H.3.

   This requirement, however, does not apply to an employee who is/was personally subjected to the alleged discriminatory conduct as long as no other person within the District's program or activity (including any student) is/was adversely affected by that conduct, and the conduct is not required to be reported by another policy or law.

   Nothing in this policy modifies reporting obligations under any other reporting policy, including but not limited to, suspicion of abuse or neglect of a child under RSA 169-C:29 and Board policy JLF; acts of "theft, destruction, or violence" as defined under RSA 193-D:4, I (a) and Ed 317.04; incidents of "bullying" per RSA 193-F and Board Policy JICK; or hazing under RSA 671:7. See also Board Policy GBEAB. A single act may simultaneously require reports under several of these authorities.

2. Pregnancy and Related Conditions. For information regarding protections available to pregnant students, see policy IHBCA. When a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related conditions, unless the employee reasonably believes that the Title IX Coordinator has been notified, the employee must promptly provide the student or other person with the Title IX Coordinator's contact information and inform the student or other person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

3. Confidential Employees. Any person employed by the District in a position for which communications to that person in the performance of their duties would be eligible for an evidentiary privilege (e.g., physicians, psychologists) is not required to report to the Title IX Coordinator information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies. However, upon receiving information of conduct that reasonably may constitute sex discrimination, a confidential employee must specifically advise the reporter:

   a. The employee's status as confidential for purposes of this part, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;

   b. How to contact the District's Title IX Coordinator and how to make a Complaint of sex discrimination; and

   c. That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the Grievance Procedures.

I. **District Response to Information, Report, or Complaint of Sex Discrimination and Sex-Based Harassment**

The District must respond promptly and effectively when it receives a report, a Complaint, or otherwise has knowledge, of conduct that reasonably may constitute sex discrimination in its education program or activity. The District shall take the actions and apply the other measures as described in this policy and 34 CFR 106.44, and, if a Complaint is made, the District's Grievance Procedure (Section III, below) and 34 CFR 106.45.

1. Title IX Coordinator Duties Upon Receiving Any Report, Complaint, or Other Information of Sex Discrimination. Upon receiving any report, Complaint, or other information of conduct that reasonably may constitute sex discrimination/sex-based harassment, the Title IX Coordinator shall assess the information received for a determination as to whether the alleged conduct could constitute sex discrimination under Title IX. With all such reports or Complaints of sex discrimination, the District shall:

   a. Treat the complainant and respondent equitably;

   b. Offer and coordinate appropriate free and confidential supportive measures as described in 34 CFR 106.44(g) and generally in the Definitions Section II.D of this policy:

   i. to the complainant; and

ii. to the respondent in the event that either a Complaint has been made initiating the Grievance Procedure, or an informal resolution has been offered to the respondent.

c. Coordination of supportive measures shall include the opportunity for the complainant, and if applicable, the respondent, to seek review and modification of such measures under 34 CFR 106.44(g)(4);

d. If a Complaint is made, notify the respondent of the District's Grievance Procedure, and the informal resolution process if available and appropriate (see Section II.J);

e. In response to a Complaint, initiate the Grievance Procedure or the informal resolution process if available and appropriate (see Section II.J).

2. Title IX Coordinator's Duties When No Complaint Is Made or Is Withdrawn. If the Title IX Coordinator has received a report of sex discrimination but no Complaint is made or – having been made – any or all of the allegations are withdrawn, and there is no informal resolution process underway, then the Title IX Coordinator shall determine whether to initiate a Title IX Coordinator Complaint of sex discrimination. In making that determination, the Title IX Coordinator shall consider, at a minimum, the following factors, as enumerated in 34 CFR 106.44(f)(1)(v)(A):

a. The complainant's request not to proceed with initiation of a Complaint;

b. The complainant's reasonable safety concerns regarding initiation of a Complaint;

c. The risk that additional acts of sex discrimination would occur if a Complaint is not initiated;

d. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

e. The age and relationship of the parties, including whether the respondent is an employee of the District;

f. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;

g. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and

h. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its Grievance Procedure under § 106.45.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the District from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a Complaint.

Before initiating a Complaint, the Title IX Coordinator shall notify the complainant – if known – and/or the person who made the report and appropriately address reasonable concerns about the complainant's safety or the safety of others, including providing supportive measures to the complainant as appropriate.

If the Title IX Coordinator determines that no Complaint is appropriate or necessary after consideration of the above, the Title IX Coordinator may refer any non-confidential information to the appropriate administrator.

J. **Informal Resolution**

At any time prior to reaching a determination whether sex discrimination occurred under the Grievance Procedure (whether or not a Complaint has been made) the District, through the Title IX Coordinator, may offer an optional informal resolution process (e.g., mediation, arbitration). See 34 CFR 106.44(f)(v).

1. When offering informal resolution, the District must Provide notice to the parties disclosing:

   a. The allegations;

   b. The requirements of the informal resolution process;

   c. That at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume or initiate the Grievance Procedure;

   d. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;

   e. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and

   f. What information the District will maintain and whether and how the District could disclose such information for use if the Grievance Procedure is initiated or resumed.

2. Participation in the informal resolution process requires the voluntary written consent of both the complainant and the respondent.

3. The facilitator for the informal resolution process must not be the same person as the investigator or the decisionmaker in the District's grievance procedures, and may not have a conflict of interest or bias relative to either the complainant or respondent, and must have received the training described in Section II.T.2. Any person designated by the District to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive training under § 106.8(d)(3).

4. Potential terms that may be included in an informal resolution agreement include but are not limited to:

a. Restrictions on contact; and

b. Restrictions on the respondent's participation in one or more of the District's programs or activities or attendance at specific events, including restrictions the District could have imposed as remedies or disciplinary sanctions had the District determined at the conclusion of the District's grievance procedures that sex discrimination occurred.

Notwithstanding that informal resolution occurs relative to a particular case, the Title IX Coordinator must take such other prompt and effect steps as are necessary and appropriate to ensure that sex discrimination does not continue or recur.

In no event may the District offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

K. **Permitted Emergency Removals Upon Complaint of Sex Discrimination.**
In consultation with the Title IX Coordinator, District administrators may remove a respondent from the District's education program or activity on an emergency basis at any time after receiving a report of sex discrimination – including sex-based harassment, provided that the District undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504, or the Americans with Disabilities Act.

L. **Administrative Leave.** Nothing in this policy precludes the Superintendent, with or without consulting the Title IX Coordinator, from placing an employee on administrative leave pursuant to RSA 189:31.

M. **Remedies to Restore Access to Education Program or Activity**
The District may provide remedies, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity. A wide variety of remedies affecting personal circumstances may be appropriate depending on the circumstance. Remedies may cause additional burdens upon respondents who have violated the prohibition on sex discrimination. Remedies may include recommended adjustments in District policies and practices.

N. **Disciplinary Sanctions**
Administrators should consult with the Title IX Coordinator about potential disciplinary responses to the conduct that is alleged to be in violation of the prohibition on sex discrimination. **The District is not permitted to impose disciplinary sanctions upon a respondent to a Complaint for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the District's Grievance Procedure that the respondent engaged in prohibited sex discrimination.** However, appropriate supportive measures may be provided to both the Complainant and the Respondent during the Grievance Procedure. See "Supportive Measures" definition in Section II.D, and 34 CFR 106.44(g).

O. **Pregnancy and Related Conditions Response Required by Title IX Regulations**
The Title IX Coordinator is directed to coordinate the District's actions required by Title IX regulations to promptly and effectively prevent sex discrimination and ensure equal access to the District's education program or activity once a student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions.

P. **Provision for Students with a Disability**
If a complainant or respondent is a student with a disability, the Title IX Coordinator must consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under Section 504, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act and Section 504 throughout the District's implementation of Grievance Procedures and/or supportive measures.

Q. **Retaliation Prohibited**
The District prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a Complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District must respond promptly and effectively within its Title IX framework.

R. **Confidentiality and Privacy**

1. Exceptions to Non-Disclosure - The District must not disclose personally identifiable information obtained in the course of complying with Title IX, except in the following circumstances:

   a. To the extent such disclosures are not otherwise in conflict with Title IX, when required by State or local law or when permitted under FERPA.

   b. As required by Federal law, Federal regulations, or the terms and conditions of a Federal award, including a grant award or other funding agreement; or

   c. To carry out the purposes of Title IX, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the District's education program or activity;

   d. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;

   e. When the District has obtained prior written consent from a person with the legal right to consent to the disclosure;

2. Privacy During Grievance Process - The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. Examples of such steps might include statements of non-disclosure, identifying water-marks, redaction with separate witness codes, etc. However, such steps may not restrict the ability of the parties to: obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.

B. **Conflict of Interest**

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the District to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

C. **Training Requirements**

The superintendent must ensure that the persons described below receive training related to their duties under Title IX promptly upon hiring or change of position that alters their duties under Title IX or this part, *and annually thereafter*. This training must not rely on sex stereotypes.

1. All employees must be trained on:

   a. The District's grievance procedures.

   b. All applicable notification and information requirements pertaining to pregnant students or students with pregnancy related conditions, as detailed in policy IHBCA, and

   c. The scope of conduct that constitutes sex discrimination under Title IX, including sex-based harassment; and

   d. The District's obligation to address sex discrimination in its education programs and activities;

2. In addition to the foregoing, any investigator, decisionmaker, facilitator of informal resolutions (if any are offered), and any person otherwise responsible for implementing the District's Grievance Procedures or who has the authority to modify or terminate supportive measures, must each receive the corresponding level of advanced training required by Title IX.

3. The Title IX Coordinator and any persons to whom Title IX Coordinator duties are delegated must receive the level of advanced training required by Title IX, and any other training necessary to coordinate the District's compliance with Title IX.

4. The District must make all materials it uses for required Title IX training available upon request for inspection by members of the public. Such materials must be retained as required under Section II.U, below.

5. Other than the Title IX Coordinator, who must be a District employee, the District may engage outside parties who have received qualifying training elsewhere for a role under Title IX.

D. **Records and Record Keeping**

The District, through the Superintendent and Title IX Coordinator, must maintain for a period of at least seven years:

1. For each Complaint of sex discrimination, including sex-based harassment, records documenting the informal resolution process under Section II.J, or the Grievance Procedures and the resulting outcome under Section III.
2. For each notification or other report the Title IX Coordinator receives about conduct that reasonably may constitute sex discrimination under Title IX, including, for instance, notifications by employees (under Section II.H, above), any records documenting the actions the District took to meet its obligations to respond promptly and effectively as provided in Section II.I, above.
3. All materials used to provide training under Section II.T. A District must make these training materials available upon request for inspection by members of the public.

III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF SEX DISCRIMINATION INCLUDING SEX-BASED HARASSMENT

This Grievance Procedure is initiated by the making of a Complaint of sex discrimination of any form, including a Complaint of sex-based harassment. As defined in Section II.D a "Complaint" under this policy is an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination. However, whether the Grievance Procedure is initiated also depends on the status of the person bringing the request to the attention of the District.

A. Form of and Making a Complaint

All Complaints shall be made with the Title IX Coordinator (unless the Title IX Coordinator is the alleged respondent, in which event the Complaint shall be made to the Superintendent). The Complaint should include, to the extent available at the time, all of the information available to allow the parties to respond to the allegations of the conduct alleged to constitute sex discrimination, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s). A Complaint may be made orally or in writing, but the Title IX Coordinator will encourage persons making a Complaint to do so in writing. If the person making the Complaint declines, is unable, or requires assistance to make the Complaint in writing, the Title IX Coordinator will be responsible for preparing or assisting in preparing the written Complaint.

B. Persons Eligible to Make a Complaint

1. Complaints of Sex-Based Harassment. A person is entitled to make a Complaint of sex-based harassment (a sub-category of sex discrimination) only if they:

   a. Themselves are alleged to have been subjected to the sex-based harassment,

   b. Have a legal right to act on behalf of the person(s) alleged to have been subjected to the sex-based harassment (i.e., parent, guardian or other authorized legal representative).

   c. Additionally, as described under Section II.I.2, above, the Title IX Coordinator is permitted or required to make a Complaint of sex-based harassment.

2. Complaints of Sex Discrimination Other Than Sex-Based Harassment. A person is entitled to make a Complaint of sex discrimination in the programs or activities of the District other than a Complaint of sex-based harassment if they are:

   a. A student or employee of the District;

b. Any person other than a student or employee who was participating or attempting to participate in an education program or activity of the District at the time of the alleged sex discrimination;

c. A parent, guardian, or other authorized legal of a person authorized to make a Complaint; or

d. The Title IX Coordinator if permitted or required to make a Complaint under Section II.I.2, above.

C. **Complaints Concerning District Policy or Practice**

Not all Complaints of sex discrimination involve active participation by complainants and respondents, including those alleging that the District's own policies and procedures discriminate based on sex. When a sex discrimination Complaint alleges that the District's own policy or practice discriminates on the basis of sex, the District is not considered a "respondent" for procedural purposes. However, the District must fully implement and follow those parts of the Grievance Procedure that apply to such Complaints and complainants, including when responding to a Complaint alleging that the District's policy or practice discriminates on the basis of sex.

For a Complaint alleging that an individual engaged in sex discrimination based on actions the individual took in accordance with the District's policy or practice, the District must treat the individual as a respondent and comply with the requirements in this Grievance Procedure that apply to respondents. This is because such Complaints may involve factual questions regarding whether the individual was, in fact, following the District's policy or practice, what actions the individual took, and whether the individual could be subject to disciplinary sanctions depending on these facts. To the extent an individual was following the District's policy or practice, the District has flexibility to determine whether the original Complaint must be amended to be a Complaint against the District itself or whether this determination can be made based on the original Complaint against the individual.

D. **Timeframes**

The District has established the following timeframes for the Grievance Procedure. Timelines are not jurisdictional, but merely establish expectations for being "prompt" in resolving Title IX matters in most cases. As used in this procedure, a "day" has the meaning provided in the Definitions found in Section II.D, above.

1. Evaluation of the Complaint (i.e., the decision whether to dismiss or investigate a Complaint): 3 days

2. Notices and Investigation: 15 days

3. Evidence organization, summarization by investigator: 5 days

4. Evidence review and responses by parties: 5 days

5. Decisionmaker evidence evaluation and determination: 10 days

6. Appeal of dismissal: 10 days to file;

7. 15 days to conduct the appeal of dismissal;

8. Appeal of determination (merits): same as Level II and Level III of the grievance process under Policy ACA or as stated in Board policy JICD if the sanction recommended is a long-term suspension or expulsion.

The District allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. The Title IX Coordinator may grant these extensions on the Title IX Coordinator's own initiative or upon a qualifying request or need presented by a party, investigator, decisionmaker, District administration, witness, DCYF, or law enforcement agency. The circumstances warranting a qualifying extension will be noted in the District's Title IX records of the complainant's case.

E. **District's Response to Complaints of Sex Discrimination**

Whether or not the information alleging sex discrimination first came to the attention of the District by way of a Complaint, once the Grievance Procedure is initiated with the filing of a Complaint, the District will continue to perform and adhere to the provisions described in Section II of this policy, including, without limitation, those described in Section II.I. In addition, the District will adhere to the following provisions.

1. Title IX Coordinator, Investigator, and Decisionmaker Functions. The District requires that the Title IX Coordinator, the person assigned to investigate a Complaint, and any decision maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Title IX Coordinator may also serve as the investigator and as a decisionmaker. See also Section II.S, above relative to impermissible conflicts of interest.

   The Title IX Coordinator shall coordinate with the Superintendent with respect to assignment of persons to fulfill the District's obligations, both general and case specific, relative to this Policy (e.g., investigator, decisionmakers, etc.); this may involve the retention of third-party personnel or additional expenditure of resources.

2. Additional Notice After a Complaint is Made. Once a Complaint is made, and the Grievance Procedure initiated, the District, through the Title IX Coordinator will further notify the parties of the following:
   a. If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that were not included in the notice provided or that are included in a Complaint that is consolidated, the District will notify the parties of the additional allegations.
   b. That the parties are entitled to an equal opportunity to access either an accurate description of the relevant and not otherwise impermissible evidence, or the evidence itself. If the District provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.
   c. That retaliation is prohibited; and

d. Sufficient information to the extent available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);

3. Complaint Consolidation. The District may consolidate Complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

4. Investigation of Complaints. The District will provide for adequate, reliable, and impartial investigation of Complaints. The burden is on the District —not the parties — to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

5. Consideration of and Access to Evidence. The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the Grievance Procedure.

a. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible including both inculpatory and exculpatory evidence.

b. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

c. The District will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

d. The District will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

e. The District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:

i. The District will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the District provides a description of the evidence: the District will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;

ii. The District will provide a reasonable opportunity to respond to the evidence or the description of the evidence; and

iii. The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the Grievance Procedure. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the Complaint of sex discrimination are authorized.

6. Evidentiary Exclusions. The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

a. Evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its Grievance Procedure; and

c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex discrimination. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex discrimination or preclude determination that sex discrimination occurred.

7. Duty of Staff, Volunteers, and Third Party Representatives to Participate. Any employee or any other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, including volunteers and representatives of third parties, must, upon request by the Title IX Coordinator, an investigator, or a decisionmaker, participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy, including the Grievance Procedure. This requirement would not apply to an employee, etc. who is/was personally subjected to the alleged discriminatory conduct as long as no other person within the District's program or activity (including any student) is/was adversely affected by that conduct.

8. Questioning Parties and Witnesses. The grievance decisionmaker, who may also be the investigator, will question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Where the investigator has interviewed a party or witness and the investigator is also serving as the grievance decision maker, credibility evaluation is inherent in the process of conducting the interview. In situations where credibility determinations are required from a grievance decision maker who did not interview a party or witness, the Title IX Coordinator will facilitate an opportunity for the decision maker to conduct an interview as part of the grievance decision maker's process of engaging with the evidence resulting from the investigation.

9. Determination Whether Sex Discrimination Occurred. Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the grievance decision maker will:

a. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred.

i. If the decisionmaker is not persuaded by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.

ii. The standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness.

b. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal as provided in Section III.E.13, below.

c. Identify recommended discipline for the respondent for sex discrimination prohibited by Title IX under the District's code of conduct.

d. Promptly transmit the grievance record and the determination to the Title IX Coordinator if the Title IX Coordinator did not serve as the decision maker

10. Dismissal of a Complaint.

a. The Title IX Coordinator or decisionmaker may dismiss a Complaint of sex discrimination if:

i. The respondent is unable to be identified even after the District has taken reasonable steps to do so;

ii. The respondent is not participating in the District's education program or activity and is not employed by the District;

iii. The complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a Complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute sex discrimination under Title IX even if proven; or

iv. The Title IX Coordinator or the decisionmaker determines the conduct alleged in the Complaint, even if proven, would not constitute sex discrimination under Title IX.

b. Before dismissing the Complaint, the District through the Title IX Coordinator will make reasonable efforts to clarify the allegations with the complainant.

c. Upon dismissal, the Title IX Coordinator will promptly notify the complainant of the basis for the dismissal, and that the complainant may appeal the dismissal, and the grounds upon which the dismissal may be appealed. If the dismissal occurs after the respondent has been notified of the allegations, then the respondent will also be notified of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

d. When a Complaint is dismissed, the District will, at a minimum:

i. Offer supportive measures to the complainant as appropriate;

ii. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

iii. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not occur, continue, or recur within the District's education program or activity.

e. Dismissal on these grounds does not prevent the application of any other District policy that applies to the alleged conduct or referral of the alleged conduct to appropriate administrators.

11. Disciplinary Sanctions for Sex Discrimination. The Title IX Coordinator will provide the appropriate administrator with the findings and determinations arising from the grievance procedures for purposes of implementing disciplinary sanctions upon a respondent for violating the prohibition on sex discrimination.

12. Remedies and Sanctions for Sex Discrimination Other than Sex-Based Harassment. If the Decisionmaker makes a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:

a. Coordinate the provision and implementation of remedies (as described in Section II.M, above) to a complainant and other people the District identifies as having had equality in access to the District's education program or activity limited or denied by sex discrimination;

b. Coordinate the imposition of any disciplinary sanctions on a respondent, including:

i. Notification of the complainant of any such disciplinary sanctions; and

ii. Taking other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.

iii. Compliance with the Grievance Procedure before the imposition of any disciplinary sanctions against a respondent; and

iv. Not disciplining a party, witness, or others participating in the Grievance Procedure for making a false statement or for engaging in consensual sexual conduct based solely on the determination that sex discrimination occurred.

If the respondent is a student, disciplinary sanctions and/or interventions may be found in the District's *student handbook*. See also Board policy JIC.

If the respondent is an employee, the employee is subject to discipline up to and including dismissal, in accordance with applicable Board policies, employee handbook and any applicable collective bargaining agreement.

The Title IX Coordinator will provide the appropriate administrator with the findings and

determinations arising from the grievance procedures for purposes of implementing disciplinary sanctions upon a respondent for violating the prohibition on sex discrimination.

13. Appeals.

a. *Appeal of Determination Whether Sex Discrimination Occurred (Merits Appeals)* – An appeal as to whether sex discrimination occurred, i.e. a "merits appeal" (as opposed to an appeal of a dismissal, discussed below), must be filed as provided in Section III.D.8, above, and in accordance with the procedures specified in policy ACA. All persons serving as decision maker in appeals arising from the Title IX grievance process are subject to applicable training requirements located in Section II.T. Appropriate supportive measures managed by the Title IX Coordinator will continue during all appeals.

i. Student Respondents Generally. For student respondents generally, a determination of whether sex discrimination occurred will be appealable by either the complainant or the respondent, or both, using the procedures for Level II and Level III grievances under policy ACA. If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the appeal decision will be promptly reported to the Title IX Coordinator to modify the District's response actions as and if appropriate.

ii. Student Respondents Facing Long Term Suspension or Expulsion. Whether or not a student respondent who has been determined by the Grievance Procedure to have violated the prohibition against sex discrimination avails themselves of the Level II or Level III appeals under Board policy ACA, if the student respondent found to have violated the prohibition against sex discrimination is facing a long term suspension or expulsion for that violation, they will also be entitled to a hearing before the School Board pursuant to RSA 193:13 and the procedures found in Rule 317.04 (Ed 317.04) of the New Hampshire Department of Education administrative rules. As to such hearing:

1. The predicate issue of whether the student-appellant violated the prohibition on sex discrimination may be raised before the Board as an issue in the appeal or hearing on a disciplinary sanction under Board policy JICD.

2. In addition to such evidence as may be introduced as provided under Ed The evidentiary record of Title IX grievance and the testimony of any witness, including the Title IX Coordinator and any investigator or decisionmaker in the matter, may be taken into evidence and argument to support the determination that the student-appellant violated the prohibition on sex discrimination, and for any other relevant purpose in the appeal or hearing.

3. The Board may adjust, vacate, or deny a disciplinary sanction directed toward a respondent under the *[Student Code of Conduct, student handbook ….or other comprehensive list of conduct and discipline standards]* without disturbing the determination that sex discrimination occurred in the District's program or activity. Such a decision by the Board may also be grounds for the Title IX Coordinator to adjust remedies provided to the Complainant.

4. If the Board finds that the respondent did not personally violate the prohibition on sex discrimination, the remedies ordered by the decisionmaker that are specifically dependent upon the determination that the respondent violated the District's

prohibition on sex discrimination will be vacated or modified accordingly by the Title IX Coordinator.

ii. Employee Respondents. For employee respondents, a determination that sex discrimination occurred will be appealable by either the complainant or the respondent, or both, using the procedures for Level II and Level III grievances under Policy ACA. If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the grievance returns to the Title IX Coordinator to modify the District's response actions as and if appropriate. However, when a final determination is made that an employee violated the prohibition on sex discrimination under Title IX, the concluded grievance record and determination will be sent to the Superintendent or a designee for purposes of determining disciplinary action specifically directed at that employee.

b. Appeal of Dismissal of a Complaint

i. If a Complaint is dismissed, the Title IX Coordinator will notify the complainant that the dismissal may be appealed and provide opportunity for an appeal. As noted in Section III.D.6, above, an appeal must be filed within ten (10) days of the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed only on the following bases:

1. The Title IX Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

3. Procedural irregularity that would change the outcome;

ii. If the dismissal is appealed, the District will:

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

2. Implement appeal procedures equally for the parties;

3. Ensure that the decision maker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint;

4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;

5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging the outcome; and

6. Notify the parties of the result of the appeal and the rationale for the result.

F. **Relationship of Title IX Grievance Procedures to Other Discrimination or Harassment Procedures**.
To the extent the underlying facts and legal questions in a Complaint handled under the Title IX Grievance Procedure overlap with and pertain to compliance by the District with another law or regulation concerning discrimination under policy AC, the evidence and findings of the Title IX Grievance Process may be used for both purposes, in the discretion of the Title IX Coordinator and, if not the same person, the District's *[Human Rights/Nondiscrimination Officer/Coordinator use position described in District's AC]*.

District Policy History:
Adopted: 9/2/2020
Revised: September 11, 2024

NH Statutes	**Description**
RSA 193:38	Discrimination in Public Schools

NH Dept of Ed Regulation	**Description**
NH Dept of Ed Rules Ed 303.01 (j)	Substantive Duties of School Boards; Sexual Harassment Policy
NH Dept of Ed. Rule 303.01 (i)	School Board Substantive Duties

Federal Regulations	**Description**
34 CFR 106.30	Definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.71	Retaliation
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures.
34 CFR. Part 99	Family Educational Rights and Privacy Act Regulations

Federal Statutes	**Description**

20 U.S.C 1681, et seq	Title IX of the Education Amendments of 1972

2020 Version

PELHAM SCHOOL DISTRICT POLICY
ACAC – TITLE IX SEXUAL HARASSMENT POLICY AND GRIEVANCE PROCESS

Category: Priority
Related Policies: AC, AC-R, GBEAB, JICK & JLF

The definition of "Sexual Harassment" is found in Section II.B of this Policy. Instructions for making a report or complaint of sexual harassment are found in Section II.J.1. The "Title IX Grievance Process" is Section III, and the procedure for filing a formal complaint to initiate the grievance process is found in Section III.A

I. RESTATEMENT OF POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

Per Board policy AC, Title IX of the Education Amendments Act of 1972 ("Title IX"), as well as RSA 193:38, among others, the District does not discriminate on the basis of sex in its educational programs and activities, including employment and admissions. All forms of sex-based discrimination, including sexual harassment are prohibited in the District.

II. TITLE IX SEXUAL HARASSMENT POLICY

A. Application of This Policy

While all forms of sex-based discrimination are prohibited in the district, the purpose of this policy is to address, and only to address, *sexual harassment as defined in Title IX and Sec. II.B,* below, that occurs within the educational programs and activities of the district, and to provide a grievance process for investigating and reaching a final determination of responsibility for a formal complaint of sexual harassment. The "Title IX Grievance Process" is set out in Sec. III below. While the District must respond to all "reports" it receives of sexual harassment, the Title IX Grievance Process is initiated only with the filing of a formal complaint.

The purpose of this Policy, however, is to address, and only to address, sexual harassment as defined in Title IX that occurs within the educational programs and activities of the district. For harassing conduct which does not meet the definition of sexual harassment under Title IX and this Policy, the District's response will be governed under other applicable laws and policies per Board policy AC, and policies referenced therein.

This Policy shall apply to all students, employees**,** and any third party who contracts with the District to provide services to District students or employees, upon District property or during any school program or activity.

Nothing in this policy will be construed to confer on any third party a right to due process or other proceedings to which student and employee respondents are entitled under this policy unless such right exists under law. Volunteers and visitors who engage in sexual harassment will be directed to leave school property and/or be reported to law enforcement, the NH Division of Children, Youth and Families (DCYF), as appropriate. A third party under the supervision and control of the school system will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

The Superintendent shall have overall responsibility for implementing this Policy, and shall annually appoint a District Title IX Coordinator as that position is described in Section II.C, below. The name and

Category: Priority
Related Policies: AC, AC-R, GBEAB, JICK & JLF

contact information for the Title IX Coordinator is set forth in Board Policy AC-R, which policy shall be updated and disseminated annually with the Title IX Coordinator's name as set forth in Board policy AC.

B. Definitions

As used in this Policy and the Title IX Grievance Process, the terms below shall have the meaning ascribed.

"Actual knowledge" occurs when the District's Title IX Coordinator or **ANY** employee of one of the District's schools (other than a "respondent" or alleged harasser) receives a notice, report or information or becomes aware of sexual harassment or allegations of sexual harassment.

"Complainant" is an individual who is alleged to be the victim of conduct that could constitute sexual harassment, whether or not that person files a report or formal complaint.

"Days" shall mean calendar days, but shall exclude non-weekend days on which the SAU office is closed (e.g., holidays, office-wide vacations), or any weekday during the school year on which school is closed (e.g., snow days).

"Decision Maker" means persons tasked with: the responsibility of making initial determinations of responsibility (at times referred to as "initial decision maker"); or the responsibility to decide any appeal (at times "appeals decision maker") with respect to formal complaints of sexual harassment in accordance with the Title IX Grievance Process.

"Determination of Responsibility" is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal Complaint that the Respondent did or did not engage in conduct constituting Sexual Harassment Under Title IX.

"Formal Complaint" means a document filed by a complainant, the complainant's parent/guardian, or the Title IX Coordinator, alleging sexual harassment against a respondent, and requesting that the district investigate the allegation of sexual harassment.

"Respondent" is an individual who is reported to be the individual accused of conduct that could constitute sexual harassment.

"Sexual harassment" prohibited under Title IX and by this policy *is conduct on the basis of sex* (including, without limitation, gender, sexual orientation, and/or gender identity), occurring in a school system education program or activity that satisfies one or more of the following:

1. A school district employee conditioning an aid, benefit, or service of an education program or activity on an individual's participation or refusal to participate in sexual conduct irrespective of whether the conduct is welcomed by the student or other employee;

2. Unwelcome sex-based/related conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive that it effectively denies a person equal access to the education program or activity (this standard requires consideration of all the facts and

circumstances, including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority; **OR**

3. Sexual assault, dating violence, domestic violence, or stalking as defined in state or federal law.

Behaviors that constitute sexual harassment may include, but are not limited to:

i. Sexually suggestive remarks or jokes;

ii. Verbal harassment or abuse;

iii. Displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format);

iv. Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;

v. Harassing or sexually suggestive or offensive messages that are written or electronic;

vi. Subtle or direct propositions for sexual favors or activities;

vii. Touching of a sexual nature or groping; and

viii. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct.

***Note**: incidents of the above conduct would still need to satisfy one or more of the criteria in paragraphs 1-3 of this definition.*

Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

The context of behavior can make a difference between conduct falling within the technical definition of Sexual Harassment Under Title IX, and conduct of a sexual nature that is offensive or hostile in itself, but which does not arise to the level within that definition. **District policies prohibit both, but for purposes of its Title IX obligations the District must address reports or complaints of conduct which may constitute sexual harassment as defined above, under this specific, limited scope Policy and Title IX Grievance Process.** Except as used in other laws (e.g., Title VII) or policies (e.g., Board policy JICK*)* pertaining to harassment, including of a sexual nature, other than Title IX sexual harassment, all references to "sexual harassment" in this policy mean sexual harassment that meets the above definition.

Conduct that satisfies this definition is not sexual harassment for purposes of this policy if the conduct occurred (1) outside the United States or (2) under circumstances in which the school

system did not have substantial control over both the harasser/respondent and the context in which the harassment occurred.

> ***NOTE Regarding Concurrent Enrollment and Dual Enrollment, Extended Learning Opportunities, 3rd Party Distance Learning and Other Alternative Instructional Programs****: Under federal regulations, in order for the District to have jurisdiction over conduct that would otherwise meet the definition above of sexual harassment, the District must have substantial control over both the respondent and the context in which the harassment occurred. In general, this will mean that unless such learning program is occurring upon district property, conduct otherwise meeting the definition of sexual harassment within that program, may not be subject to this policy.*

"Supportive Measures" are free, non-disciplinary, non-punitive, individualized services and shall be offered to the complainant, and may be offered to the respondent, as appropriate. These measures may include, but are not limited to, the following:

1. Counseling;
2. Course modifications;
3. Schedule changes; and
4. Increased monitoring or supervision

Such measures shall be designed to restore or preserve equal access to the District's education programs and activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment and/or deter sexual harassment. Supportive measures shall remain confidential with exclusive exceptions stated required in Sec. II.E, below.

C. Title IX Coordinator

The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of sexual harassment. the Title IX Coordinator shall receive general and specific reports of sexual harassment, and coordinate the District's responses to both reports and formal complaints of sexual harassment so that the same are prompt and equitable. In addition to any other specific responsibilities assigned under this Policy, or as assigned by the Superintendent, the Title IX Coordinator will be responsible for:

1. meeting with a complainant, and informing the parent/guardian once the Title IX Coordinator becomes aware of allegations of conduct that could constitute sexual harassment as defined in this Policy;
2. identification and implementation of supportive measures;
3. signing or receiving formal complaints of sexual harassment;
4. engaging with the parents/guardians of parties to any formal complaint of sexual harassment;

5. coordinating with District and school-level personnel to facilitate and assure implementation of investigations, and remedies, and helping to assure that the District otherwise meets its obligations associated with reports and complaints of sexual harassment;

6. coordinating with the Superintendent with respect to assignment of persons to fulfill the District's obligations, both general and case specific, relative to this Policy (e.g., investigator, decision makers, etc.; this may involve the retention of third party personnel.);

7. coordinating with District and school-level personnel to assure appropriate training and professional development of employees and others in accordance with Sec. II.D of this Policy; and

8. helping to assure that appropriate systems are identified and maintained to centralize sexual harassment records and data.

In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason (see Sec. II.G, below), the Superintendent shall assure that another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances "Title IX Coordinator" shall include the acting Title IX Coordinators.

D. Training

All District employees shall receive regular training relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must receive training on the definition of sexual harassment, this Policy, the scope of the District's education program or activity, and how to conduct an investigation (including the requirements of the reporting and the Title IX Grievance Process, including hearings, appeals, and information resolution processes). The training must also include avoiding prejudgment of the facts, conflicts of interest and bias.

Decision-makers must also receive training on issues of relevance of questions and evidence, including when questions about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment, and must be made available to the public as provided in Sec. II.H of this Policy.

E. Confidentiality

The District will respect the confidentiality of the complainant and the respondent as much as possible, however, some information may need to be disclosed to appropriate individuals or authorities. All

disclosures shall be consistent with the District's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action. Examples of required disclosure include:

1. information to either party to the extent necessary to provide the parties due process during the Title IX Grievance Process;
2. information to individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
3. mandatory reports of child abuse or neglect to DCYF or local law enforcement (per Board policy JLF);
4. information to the complainant's and the respondent's parent/guardian as required under this Policy and or the Family Educational Rights and Privacy Act ("FERPA"); and
5. reports to the New Hampshire Department of Education as required under N.H. Code of Administrative Rules Ed 510 regarding violations of the NH Code of Conduct for Education Professionals.

Additionally, any supportive measures offered to the complainant or the respondent shall remain confidential to the extent that maintaining such confidentiality would not impair the ability of the school district to provide the supportive measures.

Except as specified above, the District shall keep confidential the identity of:

1. Any individual who has made a report or complaint of sex discrimination;
2. Any individual who has made a report or filed a formal complaint of sexual harassment;
3. Any complainant;
4. Any individual who has been reported to be the perpetrator of sex discrimination[1];
5. Any respondent; and
6. Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

F. <u>Retaliation Prohibited</u>

Retaliation against any person who makes a report or complaint, or against any person who assists, participates, or refuses to participate[2] in any investigation of an act alleged in this Policy is prohibited. Actions taken in response to **materially** false statements made in bad faith, or to submitting **materially**

[1] 34 CFR 106.71 (a).
[2] 34 CFR 106.71 (a).

false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A finding of responsibility alone is insufficient to conclude that a person made a materially false statement in bad faith. Complaints of retaliation with respect to reports or formal complaints of sexual harassment shall be filed under the District's general grievance process.

G. Conflict of Interest

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the District to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

H. Dissemination and Notice

The District shall include in all student and employee handbooks, and shall make publicly available on the district's website the following information:

1. The District's policy of non-discrimination on the basis of sex (included in Board policy AC).
2. the title, name, office address, email address, and telephone number of the Title IX Coordinator (to be provided pursuant to Board policy AC and its addendum, updated annually, AC-R;
3. the complaint process;
4. how to file a complaint of sex discrimination or sexual harassment;
5. how the District will respond to such a complaint; and
6. a statement that Title IX inquiries may be referred to the Title IX Coordinator or to the Assistant Secretary for Civil Rights.

The same information shall be provided to all persons seeking employment with the District, or seeking to enroll or participate in the District's educational programs or activities.

Additionally, the District will make this Policy, as well as any materials used to train personnel as required under Sec. II.D publicly available on the district's website.

I. Records and Record Keeping

1. For each report or formal complaint of sexual harassment, the District, through the Title IX Coordinator, must create, and maintain for seven (7) years, record of:
    a. Any actions, including any supportive measures,
    b. The basis for the District's conclusion that its response was not deliberately indifferent; and
    c. Documentation which:

- If supportive measures were provided to the complainant, a description of the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
- If no supportive measures were provided to a complainant, explains the reasons why such a response was not clearly unreasonable in light of the known circumstances.

2. In addition, the District shall maintain the following records for a minimum of seven (7) years:

   a. Records for each formal complaint of sexual harassment, including:

      - Any determination regarding responsibility, including dismissals;
      - Any disciplinary sanctions imposed on the respondent;
      - Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
      - Any appeal and the result therefrom;
      - Any informal resolution process and the result therefrom;

   b. All materials used to train Title IX Coordinators, investigators, and decision-makers.

J. <u>Reports of Sexual Harassment, Formal Complaints and District Responses</u>

1. <u>Report of Sexual Harassment</u>

   NOTE: *A report does not initiate the formal Title IX Grievance Process. That process is begun only upon the filing of a formal complaint under the procedures set out in II.J.3, and III.A, below.*

   Any person may report sexual harassment whether relating to her/himself or another person. **However, if any District employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, s/he shall, without delay, inform the Title IX Coordinator** of the alleged sexual harassment. Failure to report will subject the employee to discipline up to and including dismissal.

   A report of sexual harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Additionally, while the District strongly encourages reports of sexual harassment to be made directly to the Title IX Coordinator, the report may be made to **any** District staff member, including, for instance, a counselor, teacher or principal.

   If the Title IX Coordinator is the alleged respondent, the report or formal complaint may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that report/complaint, or delegate the function to another person.

NOTE: For any allegation of sexual assault on a student under the age of 18, such conduction shall be reported immediately to the DCYF per Board policy *JLF*. If the alleged respondent (perpetrator) is a person holding a license or credential from the New Hampshire Department of Education (i.e., "credential holder"), then a report shall also be made pursuant to Board policy GBEAB.

2. District Response to Report of Sexual Harassment

The district will promptly respond when there is actual knowledge of sexual harassment, even if a formal complaint has not been filed. The district shall treat complainants and respondents equitably by providing supportive measures to the complainant[3] and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

As soon as reasonably possible after receiving a report of alleged sexual harassment from another District employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

i. discuss the availability of and offer supportive measures;

ii. consider the complainant's wishes with respect to supportive measures;

iii. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and

iv. explain to the complainant the process for filing a formal complaint.

3. Formal Complaints

Pursuant to federal regulations, and this Policy, a formal complaint that contains an allegation of sexual harassment and a request that the District investigate the allegations is required before the District may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a person accused of sexual harassment. **Once a formal complaint of sexual harassment is received by the Title IX Coordinator, s/he shall commence the Title IX Grievance Process set out in Sec. III below. The process for filing a formal complaint is set forth in Sec. III.A.**

4. Limitation on Disciplinary Action

In no case shall the District impose disciplinary consequences or sanctions against a respondent who has been accused of conduct which may constitute sexual harassment, until the Title IX Grievance Process has been completed.

[3]The Title IX Coordinator may offer supportive measures to a complainant, even if the information from the complainant does not/does not appear to meet the full definition of sexual harassment under this Policy. Districts should consult with counsel before it "imposes" any supportive measures against a respondent.

5. Emergency Removal and Administrative Leave

At any point after receiving a report or formal complaint of sexual harassment, the Title IX Coordinator (or other District official charged with a specific function under this Policy or the Title IX Process: e.g., investigator, decision maker, etc.) may request the Superintendent to direct that an individualized safety and risk analysis be performed to determine whether a respondent student is an immediate threat to the physical health or safety of any person. In the event that the safety and risk analysis determines that the respondent student does present an immediate threat to the physical health and safety of any person, the District may remove that student, provided that such removal is in full compliance with the IDEA, a student's IEP and or 504 plan if applicable. Such emergency removal shall not be disciplinary. However, the District must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal, and shall continue to offer educational programming until a final determination is made pursuant to the Title IX Grievance Process.

The Title IX Coordinator shall keep the Superintendent of Schools informed of any employee respondents so that he/she can make any necessary reports to New Hampshire Department of Education in compliance with applicable administrative rules and the New Hampshire Code of Conduct for Educational Professionals. In appropriate cases, the Superintendent may place an employee respondent on non-disciplinary administrative leave pursuant to RSA 189:31.

III. TITLE IX GRIEVANCE PROCESS

The Title IX Grievance Process is used only upon the filing of a formal complaint of sexual harassment as described in Sec. III.A, below. The provisions of Section I of the Policy are incorporated as part of the Title IX Grievance Process. Upon receipt of a formal complaint of sexual harassment, the Title IX Coordinator will coordinate the District's efforts to comply with its responsibilities related to the Title IX Grievance Process.

A. Process for Filing a Formal Complaint of Sexual Harassment

The Title IX Grievance Process is initiated by way of a formal complaint ("complaint" or "formal complaint") filed by the complainant, the complainant's parent/guardian, or the Title IX Coordinator. The complainant may file a complaint or choose not to file a complaint and simply receive the supportive measures. If the Complainant does not file a complaint, the Title IX Coordinator may sign a formal complaint, but only if initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances, and in other cases where, in the exercise of good judgment and in consultation with the District's attorney as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to known allegations of sexual harassment (e.g., reports of sexual assault, employee on student harassment, repeat reports, or the conduct in the complainant's report has not been adequately resolved through the provision of supportive measures). If the complaint is filed by the Title IX Coordinator, he/she is not a party to the action, and the District must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.

If no formal complaint is filed by the complainant or the Title IX Coordinator no disciplinary action may be taken against the respondent based upon conduct that would constitute sexual harassment under this policy.

Although there is no time limit per se to filing a formal complaint, for complaints initiated by the complainant or his/her parent/guardian, the complainant must be employed by the District or participating in or attempting to participate in the education program or activities of the District at the time of filing. Additionally, although the District will initiate the Title IX Grievance Process regardless of when the formal complaint is submitted, delays in reporting may significantly impair the ability of school officials to investigate and respond to the allegations.

At a minimum, a formal complaint must:

1. contain the name and address of the complainant and the student's parent or guardian if the complainant is a minor student;
2. describe the alleged sexual harassment,
3. request an investigation of the matter, and
4. be signed by the complainant or otherwise indicate that the complainant is the person filing the complaint.

The complaint may be filed with the Title IX coordinator in person, by mail, or by email. Complaint forms may be obtained from the Title IX Coordinator or on the District and school websites.

B. <u>Initial Steps and Notice of Formal Complaint</u>

1. The Title IX Coordinator will provide notice to the complainant and the complainant's parent/guardian (if the complainant is a non-eligible student under FERPA), and to the respondent (if known) and the respondent's parent/guardian (if the respondent is a non-eligible student under FERPA), as well as to any other known parties, of the following:
    a. this Title IX Grievance Process, including any informal resolution process;
    b. the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview; "sufficient details" shall include to the extent known identities of persons involved, the conduct allegedly constituting sexual harassment, and the date and location of the incident;
    c. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
    d. that each party may have an advisor of their choice, who may be, but is not required to be, an attorney;

e. that each party is entitled to inspect and review evidence; and

f. a reference to any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

2. The Title IX Coordinator will contact the complainant to discuss and offer supportive measures.

3. The Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.

4. The Title IX Coordinator will examine the allegations in the formal complaint, to determine whether even if assumed true, the allegations are sufficient to sustain a finding of sexual harassment under this Policy. If the Title IX Coordinator was not involved with preparing the formal complaint, the Title IX Coordinator will contact the complainant to discuss the complaint and whether amendment is appropriate, in which case the process of Sec. III.C.4 will apply.

5. If the formal complaint fails to satisfy the definition of sexual harassment in this Policy, the complaint shall be dismissed as provided in Sec. III.G, below.

6. If the complaint is not dismissed, then the Title IX Coordinator will consult with the Superintendent as to whether the Title IX Coordinator should act as the investigator or whether a different District or other employee shall act in that capacity. At the same time, the Title IX Coordinator and the Superintendent shall appoint the person who shall make the initial determination of responsibility. In all cases, the investigator and the initial decision maker must be properly trained and otherwise qualified (see Sec. II.D "Training", and Section II.G "Conflict of Interest").

7. If the report alleges sexual harassment by the Superintendent, the Title IX Coordinator will inform the School Board Chair and the Human Resources Director the latter of whom shall have authority to seek guidance from the District's general counsel, but shall not delay the District's response to the report as outlined in this Policy.

C. <u>General Provisions and Additional Definitions Relative to Title IX Grievance Process</u>

1. <u>Copies and Notices.</u> Except as specifically stated elsewhere in this Policy, for any document, information or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. (Under

federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor. See Sections III.E.3, and III.E.4).

2. Risk Analysis and Emergency Removal. At any point during the Title IX Grievance Process, the Title IX Coordinator may arrange for an individualized safety and risk analysis as described in Sec. II.J.5, following which a student may be removed.

3. Administrative Leave. At any point during the Title IX Grievance Process, the Superintendent, and at his/her own discretion, and with or without consulting the Title IX Coordinator, may place an employee on administrative leave pursuant to RSA 189:31.

4. Additional Allegations. If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that were not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

5. No Interference with Legal Privileges. At no point in process will the Title IX Coordinator the investigator, any decision maker, or any other person participating on behalf of the District, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process.

6. Consolidation of Complaints. The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

7. Remedies: Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.

    a. "Disciplinary sanctions" are consequences imposed on a respondent when s/he is found responsible for sexual harassment under this Policy. Remedial actions are actions intended to restore or preserve a complainant's equal access to the educational programs and activities of the District.

    b. "Disciplinary sanctions" against an employee respondent may include any available sanction available for the discipline of employees, up to and including dismissal or non-renewal for any other violation of Board policy, NH Code of Conduct for Educational Professionals, applicable individual or collective bargaining contract, or state or federal laws or regulations.

c. "Disciplinary sanctions" against a student may include any available discipline or sanction, up to and including expulsion, under the policies, rules and procedures that establish the district's comprehensive student code of conduct.

d. "Remedial actions" as to a respondent after a final finding of responsibility, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access the district's program and activity.

Additional remedial actions may include recommendations that a school-wide or system-wide response is needed in order to respond to the sexual harassment in a way that is not clearly unreasonable under the circumstances. In such cases, the Superintendent shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual harassment.

D. Timeframe of Grievance Process

The District shall make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded through at least the determination of responsibility decision within 80 days after filing the formal complaint. In more complex cases, the time necessary to complete a fair and thorough investigation or other circumstances mean that a determination of responsibility cannot reasonably be made within that time frame.

1. Summary of Grievance Process Timeline.

   a. Investigation 20 +/- days as the complexity of the case demands (Sec. III.E.1)
   b. 10 days for reviewing information prior to conclusion of investigation
   c. 10 days after receiving report to respond to report
   d. 10 days for decision maker to allow initial questions
   e. 10 days for responses to questions
   f. 10 days for questions and responses to follow-up questions.
   g. 10 days for determination of responsibility decision
   h. 10 days for appeal (6 additional days for administrative steps)
   i. 10 days for argument/statement challenging or supporting determination
   j. 10 days for decision on appeal

2. Delays and Extensions of Time. At any stage of the grievance process, the District (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee)

may for good cause allow for temporary delays or extensions of time upon request of either party, or on his/her own initiative. Examples of good cause may include such things as availability of parties or witnesses, school or school administrative office holidays or vacations, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide written notice to the parties of the delay/extension and the reason(s).

E. Investigation

The Title IX Coordinator will coordinate the investigation. The investigator shall be as appointed pursuant to Sec. III.B.5.

1. The Title IX Coordinator may conduct the investigation, or, in consultation with the Superintendent, designate another qualified person to investigate. The investigation and investigator must:

   a. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)

   b. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on either of the parties;

   c. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence;

   d. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

   e. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The investigator may restrict any others from participating, as long as the restrictions apply equally to both parties;

   f. Provide, to a party (e.g., respondent or complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate within the timeframes established in Sec. III.D, below.

   g. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint;

2. Prior to completion of the investigative report, the District, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;

3. The investigator must prepare a written investigative report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant District policies, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.

4. The investigator shall provide the investigative report in hard copy or electronic format to the Title IX Coordinator, to each party and each party's advisor, if any. Each party will have 10 days from receipt to provide the Title IX Coordinator a written response to the investigative report.

5. It serves all parties when investigations proceed diligently and conclude within a reasonable time, which may vary case by case. In most cases, it is expected that the investigator will conclude the initial investigation, and provide the parties the evidence and other information required under Sec. III.E.2. Not more frequently than every other week, any party may request the Title IX Coordinator to obtain and provide the parties with a basic status report on the investigator's progress toward completion. In most cases, the investigator should conclude the investigation within 10-20 days after receiving a Formal Complaint.

F. Determination of Responsibility and Initial Decision Maker

The determination of responsibility of the respondent shall be made by the initial decision maker as appointed pursuant to Section III.B.5.

1. Prior to making a determination of responsibility, the initial decision maker will afford each party 10 days to submit written, relevant questions to the initial decision maker that the party wants asked of any party or witness.

2. The initial decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

3. The initial decision maker will provide the questions to the party/witness, with copies to each party, and provide no less than 10 days for written responses, likewise to be provided to each party.

4. The initial decision maker will provide 5 days each for supplementary, limited follow-up questions and 5 days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.

5. The initial decision maker may not make any credibility determinations based on the person's status as a complainant, respondent or witness.

6. The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

7. The initial decision maker may impose disciplinary sanctions and remedies as described in Section III.C7, above.

8. The standard to be used for formal complaints in determining whether a violation has occurred and/or that the respondent is responsible is the preponderance of the evidence standard, which is only met when the party with the burden convinces the fact finder (the initial decision maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not).

9. The initial decision-maker must issue a written determination/decision within 10 days after the close of the period for responses to the last round of follow-up questions. The written "Initial Determination of Responsibility" must include:

    a. Identification of the allegations potentially constituting sexual harassment;

    b. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination of Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

    c. Findings of fact supporting the determination;

    d. Conclusions regarding the application of the District's applicable codes of conduct, policies, administrative regulations or rules to the facts;

    e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), and any disciplinary sanctions or remedies; and

    f. The District's procedures and permissible bases for the complainant and respondent to appeal (as set forth in Section III.H, below).

10. The decision maker shall provide the Initial Determination of Responsibility to the Title IX Coordinator, the Superintendent and the parties simultaneously.

G. <u>Dismissal of a Formal Complaint</u>

1. The District must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

a. Would not constitute sexual harassment, even if proved;

b. Did not occur in the District's education program or activity; or

c. Did not occur against a person in the United States.

2. The District may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):

   a. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

   b. The respondent is no longer enrolled or employed by the District; or

   c. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

3. Prior to dismissal of a complaint, the person responsible at that stage shall consult with the Superintendent.

4. Upon dismissal of a formal complaint, the District must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

   The dismissal of a formal complaint under Title IX does not preclude the District from continuing any investigation or taking action under other District policies, code of conduct or administrative rules/regulations. In some cases, the District may have an obligation to continue an investigation and proceed under a different policy or mandated process.

H. <u>Appeals Process</u>

1. Either party may appeal the Initial Determination of Responsibility or the dismissal of a formal complaint or any allegation in a formal complaint by notifying the Superintendent in writing ("written appeal"), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal. The written appeal must be received by the Superintendent within 10 days of the Initial Determination of Responsibility or written notice of dismissal being communicated to the parties.

2. An appeal under this Policy may only be based upon one or more of the following bases, which must be stated specifically in the party's written appeal:

   i. Procedural irregularity that affected the outcome of the matter;

   ii. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or

   iii. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Appeals for any other reason or upon any determination of responsibility not included in the written appeal will not be heard.

Appeals pertain only to the determination of responsibility and non-disciplinary remedies. Once a determination of responsibility is final per Sec. III.I, below, appeals of disciplinary sanctions may be made pursuant to the District's ordinary review process for discipline, or, to the extent applicable, any statutory or other processes provided under collective bargaining agreements or individual contracts.

3. Within 3 days of receipt of the written appeal, the Superintendent shall appoint a decision maker for appeal ("appeals decision maker"),[4] who must have adequate training as provided in Section II.D, be free from conflict of interest as provided in Section II.G, and may not be the same person as the initial decision maker, the person who ordered dismissal, the investigator(s), or the Title IX Coordinator. Upon the appointment of the appeals decision maker, the Superintendent shall provide a Notice of Appeal to each party and to the Title IX Coordinator, with a copy of the written appeal. The Notice of Appeal must include information about all deadlines and timeframes in the appeal stage.

4. Each party shall have 10 days from the date the Notice of Appeal is delivered to the parties to submit to the appeals decision maker a written statement, with copies to the Superintendent, Title IX Coordinator, and other party a statement ("appeal statement") in support of, or challenging, the determination of responsibility or dismissal.

5. Each party shall provide copies of the appeal statement to the other party, the Superintendent, and the Title IX Coordinator at the same time the appeal statement is given to the appeals decision maker. If the basis of the appeal is newly available evidence affecting the outcome, the party shall submit such evidence or a summary of such evidence along with the party's appeal statement.

6. The appeals decision maker may refer an appealed issue back to a prior point in the grievance process, with written notice to the parties, the Superintendent and the Title IX Coordinator.

7. The appeals decision maker shall provide a written appeals decision after considering the record and the parties' appeal statements. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision maker may either make a determination of responsibility regarding that evidence, or refer it back to the appropriate stage of the Title IX Grievance Process. The written appeals decision will describe the result(s) of the appeal and the rationale, with copies provided to the parties, Superintendent and Title IX Coordinator, no more than 10 days after receiving the last of the parties' written statements per Section III.H.5.

[4]Although the school board is not precluded from serving as a decision maker with respect to appeals, before it may do so, each member of the board must meet both the training and conflict of interest requirements described in Sections II.D and II.G. Such training may be provided on an as-needed basis, but because of necessary timelines, the framework will need to be in place long before a case is appealed.

I. Finality of Determination of Responsibility. The determination regarding responsibility becomes final either on the date that the recipient, through the Superintendent, provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal of the Initial Determination of Responsibility would no longer be considered timely. The final determination shall be identified as the Title IX Decision.

Once the Title IX Decision is final, the District may implement remedies and disciplinary sanctions. The Title IX Coordinator is responsible for effective implementation of any non-disciplinary remedies, with the assistance of building and District administrative personnel, while disciplinary sanctions will be imposed by persons charged with such responsibilities under other Board policies, regulations or administrative procedures. The District may also proceed against the respondent or complainant pursuant to the District's applicable code of conduct or other Board policies, collective bargaining agreement, individual contract or administrative rules/regulations/procedures. The issue of responsibility for the conduct at issue shall not be subject to further review or appeal within the District.

J. Informal Resolution.

At any time prior to reaching a determination regarding responsibility (but only after the filing of a formal complaint), the District may offer an optional informal resolution process (e.g., mediation, arbitration), provided that the District:

1. Provides written notice to the parties disclosing:
    a. The allegations of the formal complaint;
    b. The requirements of the information resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
    c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and

In no event may the District offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

PELHAM SCHOOL DISTRICT POLICY
ACAC – TITLE IX SEXUAL HARASSMENT POLICY AND GRIEVANCE PROCESS

Category: Priority
Related Policies: AC, AC-R, GBEAB, JICK & JLF

District Policy History:
Adopted: 9/2/2020

Legal References:
Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq20 U.S.C. §1232g, Family Educational Rights and Privacy Act
34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations
34 CFR 106.8, Designation of responsible employee and adoption of grievance procedures.
34 CFR 106.30, Definitions
34 CFR 106.44, Recipient's response to sexual harassment
34 CFR 106.4, Grievance process for formal complaints of sexual harassment
34 CFR 106.71, Retaliation
RSA 193:38, Discrimination in Public Schools
NH Dept of Ed. Rules Ed 303.01 (i), School Board Substantive Duties
Ed 303.01(j), Substantive Duties of School Boards; Sexual Harassment Policy

PELHAM SCHOOL DISTRICT POLICY
GBAM – ACCOMMODATION OF PREGNANCY AND RELATED MEDICAL CONDITIONS: PERSONNEL

Recommended

A. **Policy Purpose**

This policy is intended to help District employees receive the accommodations related to pregnancy and related conditions to which they are entitled under Board policies AC and ACAC, ~~Title IX of the Education Amendments of 1972 (Title IX)~~, the Pregnant Workers Fairness Act (PWFA) regarding pregnant employees and employees with pregnancy related conditions , Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act (ADA).

B. **Definitions**

1. Pregnancy. Under the PWFA, "pregnancy" and "childbirth" refer to the pregnancy or childbirth of the specific employee in question and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).

2. Related Medical Conditions. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of the specific employee in question. This includes prenatal/antenatal, and postpartum medical conditions, as well as lactation and related conditions. See Policy ACN for lactation accommodations.
3. Reasonable Accommodations. A "reasonable accommodation" for purposes of this policy and the PWFA is an accommodation that "seems reasonable on its face, i.e., ordinarily or in the run of cases, is "feasible," or "plausible." Reasonable accommodations with respect to pregnancy or related conditions may include such items as:
    a. frequent breaks to attend to health needs associated with pregnancy or related conditions, including eating, drinking, using the restroom, or expressing breast milk in an appropriate lactation space (as described in Policy ACN);
    b. schedule changes or intermittent absences to attend medical appointments;
    c. changes in physical space or supplies (for example, access to a larger desk or a footrest);
    d. leave;
    e. avoiding exposure to certain chemicals;
    f. telework;
    g. access to reserved parking;
    h. elevator access; or
    i. other changes to policies, practices, or procedures.

C. **Interactive Process and Reasonable Accommodation**

Any employee who is pregnant or who has a related medical condition (the "Employee") is encouraged to communicate a need for reasonable accommodation to the District by notifying [the Principal, Human Resources, or the Employee's supervisor]. Once the District is notified, the District will engage in an interactive process with the Employee in order to make reasonable accommodations for the Employee's known limitations. The District shall implement such reasonable accommodation without unnecessary delay. If appropriate, the District may implement an interim reasonable accommodation while determining how best

to make a reasonable accommodation.

The District shall not require the Employee to accept any accommodation or to take leave, nor will the District deny employment opportunities to the Employee or take any adverse action against the Employee because of the Employee's need for, request of, or use of reasonable accommodation(s).

The District shall not retaliate against, coerce into, dissuade from, or otherwise act against any person for seeking reasonable accommodation or assisting another in seeking reasonable accommodation as described in this policy.

If the Employee refuses a reasonable accommodation offered by the District and, as a result, is unable to perform the essential functions of the job, and there are no alternative reasonable accommodations, the District may have satisfied its obligation to make reasonable accommodation.

D. **Supporting Documentation**
The District will only seek reasonable documentation supporting the Employee's need for accommodation due to pregnancy or a related medical condition when such documentation is necessary to determine reasonable accommodation and/or the expected duration of the need.

The District will not seek supporting documentation when the need is obvious or already known. For example, a need for more frequent restroom breaks for a pregnant employee is obvious and, once the Employee has notified the District of the Employee's pregnancy, the District would not require documentation supporting the ongoing need for more frequent restroom breaks.

E. **Reports or Complaints**
Reports or complaints of violations of this policy should be made according to the Grievance Procedure found in policy ACAC.

District Policy History:
Adopted: September 11, 2024

Legal References

Federal Regulations	**Description**
89 FR 29182	Pregnant Workers Fairness Act ("PWFA")

Federal Statutes	**Description**
42 U.S.C. 2000gg	Pregnant Worker Fairness Act ("PWFA")

PELHAM SCHOOL DISTRICT POLICY
IHBCA – ACCOMMODATION OF PREGNANCY AND RELATED MEDICAL CONDITIONS: STUDENTS

Category: Recommended

Maternal or paternal status shall not affect the rights and privileges of students to receive a public education.

Pregnant students shall be permitted to continue in school in all instances when continued attendance has the sanction of the expectant mother's physician. The school administration may require a physician's statement of activity limitations.

~~A. **Policy Purpose.**~~

~~This policy is intended to enable students who are pregnant or who have related medical conditions receive the accommodations to which they are entitled under Title IX of the Education Amendments of 1972 (Title IX) and state law NH RSA 193:38.~~

~~The District does not treat students differently concerning current, potential, or past parental, family, or marital status on the basis of sex. The District does not discriminate against any student based on the student's current, potential, or past pregnancy or related conditions.~~

~~**B. Definitions.**~~

1. ~~Pregnancy. "Pregnancy" refers to the pregnancy of the specific student in question and include, but are not limited to, current pregnancy; past pregnancy; termination of pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).~~
2. ~~Related Medical Conditions. "Related medical conditions" are medical conditions relating to pregnancy. This includes prenatal/antenatal, and postpartum medical conditions, recovery from pregnancy as defined above, as well as lactation and related conditions. See Policy ACN for lactation accommodations.~~

~~C. **District and Employee Responsibilities Upon Notification of Student Pregnancy or Related Condition.**~~

~~When a student, or a person who has a legal right to act on behalf of the student, informs any District employee of the student's pregnancy or related medical conditions, the employee shall promptly provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's educational programs and activities.~~

~~Pursuant to Board policy ACAC and Title IX, any staff member who learns that a student is pregnant or is informed of such by the pregnant student will immediately inform the Title IX~~

Category: Recommended

Coordinator.

Consistent with RSA 186:11, IX-e, no employee of the District, including the Title IX Coordinator, may withhold from a parent/guardian information regarding a student's pregnancy unless such employee reasonably believes, and a reasonably prudent person would believe, that such disclosure would result in abuse, abandonment, or neglect. If information indicating abuse, abandonment or neglect exists, the employee is mandated to report such information as described in policy JLF and RSA 169-C:29 and 30.

D. **Specific Actions to Prevent Discrimination and Ensure Equal Access.**

When the student, or a person who has a legal right to act on behalf of the student, informs the Title IX Coordinator of the pregnancy or related condition, the Title IX Coordinator shall act to prevent sex discrimination and ensure equal access to the District's educational programs and activities. The Title IX Coordinator must inform the person of the District's obligations and provide adequate notice of nondiscrimination.

Based on the student's individualized needs and in consultation with the student, the District will make reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the District's educational programs and activities. The Title IX Coordinator will help the student access these rights.

The student may accept or decline each reasonable modification offered by the District. If the student accepts an offered reasonable modification, the District must implement it.

Examples of reasonable modifications may include, but are not limited to, the following:

1. breaks to attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom;
2. intermittent absences to attend medical appointments;
3. access to extended learning opportunities, such as online or homebound education;
4. changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests and examinations;
5. allowing a student to sit or stand, or carry or keep water nearby;
6. counseling;
7. changes in physical space or supplies (for example, access to a larger desk or a footrest);
   elevator access;
8. other changes to policies, practices, or procedures; or
9. breaks during class to express breast milk or breastfeed in an appropriate lactation space (i.e., a space other than a bathroom, that is clean, shielded from view, free

~~from intrusion from others, and which may be used by a student for expressing breast milk or breastfeeding as needed). See Policy ACN regarding lactation.~~

~~E. **Voluntary Leaves of Absence.**~~

~~The student may voluntarily take a leave of absence from school for, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. If the student qualifies for a longer period of leave under another District leave policy, the student is permitted to take voluntary leave under that policy instead, if the student so chooses. Upon return to school, the student will be reinstated to the academic status and, as practicable, the extracurricular status that the student held when the voluntary leave began.~~

~~F. **Supporting Documentation.**~~

~~The District will treat pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions. The District may not require supporting documentation for activities that are generally available to students without documentation.~~

~~The District will only require supporting documentation when it is necessary and reasonable for determining reasonable modifications to make or whether to take additional specific actions. Supporting documentation is not necessary and reasonable when the student's need is obvious, such as when a student who is pregnant needs a bigger desk, water nearby, or restroom breaks, or when a postpartum student has lactation needs.~~

~~The District may not require a student who is pregnant or has related conditions to provide certification that the student is physically able to participate in class, programs, or extracurricular activity unless such certification is required of all students participating in the class, program, or extracurricular activity.~~

~~G. **Complaints or Reports.**~~

~~Complaints or reports regarding violations of this policy should be made according to the procedures found in policy ACAC.~~

District Policy History:

Adopted: August 09, 2006

PELHAM SCHOOL DISTRICT POLICY
IHBCA – ACCOMMODATION OF PREGNANCY AND RELATED MEDICAL CONDITIONS: STUDENTS

Category: Recommended

Revised: September 11, 2024

NH Statutes	**Description**
RSA 186:11, XXXIII	Discrimination
RSA 193:38	Discrimination in Public Schools

~~**Federal Statutes**~~	~~**Description**~~
~~20 U.S.C 1681, et seq~~	~~Title IX of the Education Amendments of 1972~~

Return to agenda

Pelham School Board Meeting
Pelham Elementary School
February 19, 2025
6:30 p.m.

School Board Members: Troy Bressette, Chair; David Wilkerson, Vice Chair; Garrett Abare; Rebecca Cummings; and Darlene Greenwood

Superintendent: Chip McGee

Assistant Superintendent: Sarah Marandos

Absent: Deb Mahoney, Mya Belanger, and Alexia Nou

Also in Attendance: None

I. Public Session:

A. Call to Order:

6:30 p.m. - Chair Troy Bressette called the meeting to order, followed by the Pledge of Allegiance.

B. Public Input at 6:31 p.m.:

No one came forward.

Public Input closed at 6:32 p.m.

C. Opening Remarks:

a. **Superintendent:**

Superintendent Chip McGee provided opening remarks, highlighting that PES was celebrating Read Across America Week in recognition of Dr. Seuss's birthday.

Assistant Superintendent Sarah Marandos mentioned the success of the PMS boys' basketball team, which recently won the championship, and the cheerleading squad, which secured first place in their recent competition. Both teams will compete in Concord, NH, next Saturday.

Dr. McGee commented that students and chaperones are preparing for an upcoming international education trip to Athens and Rome, which is expected to provide valuable learning experiences.

II. Presentations:

A. None

III. Main Issues:

A. <u>Additional Levers of Improvement:</u>

The meeting shifted to discussing additional levers for improving student academic performance. Dr. McGee acknowledged the urgency conveyed by the Board regarding the improvement of student outcomes, particularly in the area of Math. Dr. Marandos and Dr. McGee clarified that while progress had been made, the impact was not yet as significant as desired.

Lever 1

Over the past two years, several initiatives have been implemented, including the re-establishment of Curriculum Teams, the introduction of a Supplemental Math Course for grade 8 at PMS, and the creation of accelerated programs for grades 6 through 8.

Additionally, Professional Development, SAT Boot Camps, and recruiting experienced Math, Science, and Reading Teachers were highlighted as key steps to address these challenges. Despite these efforts, Dr. McGee emphasized the need for more urgent action.

Dr. McGee and Dr. Marandos proposed four key strategies to accelerate improvements in student academic achievement, seeking the Board's support. The first lever discussed was the expansion of Professional Development (PD). Dr. McGee outlined plans for targeted PD for elementary teachers on foundational skills related to the science of reading and for grades 6-12 in areas related to core academic skills, such as vocabulary, reading comprehension, and writing. The goal was to offer PD during contracted school hours rather than outside school time, though this would require securing Substitute Teachers and additional funding. He noted that anticipated underspending in salaries and benefits for the current year could be used to fund this initiative.

Dr. Marandos clarified the timing of Professional Development, including the upcoming March 11 PD Day focusing on the Science of Reading and iReady data analysis. The Team also planned additional sessions in May, targeting times when college students hired as substitutes would be available. The importance of ensuring sufficient substitute coverage to avoid classroom disruptions was emphasized. Ms. Greenwood asked about the logistics of covering all grade levels within the three days allocated for PD. Dr. Marandos responded that the PD would be structured in half-day sessions for each grade, rotating staff to minimize disruption.

Ms. Greenwood inquired about the potential to schedule PD and whether all grade levels could be covered in a week. Dr. Marandos explained that in previous years, they had successfully used a system of half-day sessions for each grade level, spread across three days. This model would allow them to cover all six grade levels without overwhelming the schedule.

The discussion turned to aligning Professional Development with teacher needs. Dr. Marandos assured the Board that teacher feedback, including surveys conducted after initial PD sessions, indicated strong interest and support for the planned training. The feedback was used to refine the approach, particularly for the Science of Reading at the elementary level.

Dr. Marandos responded to Mr. Wilkerson’s question regarding PD specific to Math goals; the Team confirmed that Math-related PD would be incorporated into the March 11 sessions, with further training planned for middle school Math Teachers in preparation for a new curriculum next year. They stressed the importance of consistent PD for teachers to successfully implement the new Math program, similar to the model used at the elementary school level two years ago.

Mr. Wilkerson asked a question regarding the effectiveness of Professional Development in Math and the adoption of a new curriculum. He requested clarity on how the effectiveness of this initiative would be measured and whether there would be any indicators to track progress. Mr. Wilkerson expressed a preference for evidence-based Professional Development and hoped to see measurable results.

Dr. Marandos responded, mentioning the positive reception of a previous trainer used during the rollout of the elementary program and the hope of securing a similarly skilled trainer for this initiative. The company would employ the trainer, providing Professional Development and ensuring high quality.

The idea of hosting a parent event was introduced. At this event, families could be engaged and potentially complete an assessment. The event was expected to include a variety of topics and was scheduled for after the upcoming February vacation.

Ms. Cummings suggested allowing teachers to observe colleagues' classrooms as a potential addition to future Professional Development. She noted that this practice, previously implemented at both elementary and middle school levels, had proven successful and could be an effective approach to learning.

Mr. Bressette highlighted the pilot nature of the current initiative, emphasizing the need to assess its effectiveness and gather feedback from teachers and families before proceeding with additional steps. A more comprehensive teacher feedback survey to gather input on Professional Development's impact was proposed.

A concern regarding the costs associated with substitutes for Professional Development was raised. It was noted that the estimated cost for substitutes alone for two days across all grades would be approximately **$23,000**. The discussion then turned to the costs of bringing in outside trainers. Dr. Marandos mentioned that Title 2 funding, primarily allocated for Professional Development, could be used to cover these expenses.

Mr. Abare stressed that the full impact of the changes would not be seen immediately but would likely be felt next year.

Mr. Wilkerson commented on the importance of addressing teacher turnover. Concern was raised about the impact of turnover on the continuity of Professional Development, particularly for those who may not have benefited from earlier training. Dr. McGee proposed a strategy of front-loading training for new teachers, ensuring they received the necessary foundational knowledge early on. The District's mentoring program was also highlighted as a key support mechanism and the required new teacher orientation.

The discussion concluded with the recognition that while turnover is inevitable, the District's ability to manage a turnover rate of **10% or less** is ideal, as higher turnover can become overwhelming. Mr. Bressette addressed the District's mentoring efforts and new teacher orientation, and he asked about the possibility of using a "train the trainer" model. Dr. Marandos indicated that the model had not been as successful. The District's approach focuses on ensuring that all teachers receive the same training, with an upcoming Summer Boot Camp being an optional, voluntary opportunity for new teachers to attend before the start of the school year.

Lever 2

The Board's discussion focused on the importance of using objective data to make informed placement decisions, particularly to provide additional instructional time for students who are not yet proficient in their subjects. Dr. McGee mentioned that the aim is to give students who are behind more time to learn rather than sticking to the standard curriculum. This approach is seen as critical for students transitioning from grades 8 to 9 and from grades 5 to 6.

One key proposal involves placing grade 8 students who are not proficient in grade 8 Math into a two-semester intensive Algebra 1 course at Pelham High School. This would allow these students to receive double the amount of Math instruction in their freshmen year compared to the standard curriculum, signaling the importance of addressing gaps in knowledge early.

A similar strategy is proposed for grade 5 students transitioning to grade 6. Students who are not yet proficient in Math or Reading will take an additional class in either Math or Reading rather than a second Unified Arts class. The third approach is implementing an objective placement test for all high school Math classes, replacing Teacher recommendations or parental/student choices with data-driven decisions.

Dr. McGee emphasized the need for support from the parents and the School Board to implement these changes. There was an understanding that parents may be reluctant, especially if a parent wants their child in a class that doesn't align with their child's strengths. Dr. McGee acknowledged that some students, particularly in middle school, may not appreciate being placed in extra Math classes instead of Unified Arts. These changes are essential to ensure students are adequately prepared in core subjects.

Additional sections of Math and Reading may be required at the high school level, which could lead to trade-offs between Math and Elective Teachers. Although no changes are expected to the staffing requests for the upcoming year, adjustments might be necessary as the scheduling process progresses. Regarding the middle school, staffing needs will likely be met without additional resources, though further discussions may arise.

The new strategy for Math placement in grade 8 is already being implemented as part of the course selection process. Parents have generally been supportive of this change. For grade 5 students not yet proficient in Math or Reading, the plan is to place them in smaller, targeted classes focusing on these subjects. A certified Math or Reading Teacher will be assigned to these sections rather than random staff.

Regarding staffing, the need for additional teachers for these sections is still unclear. Still, the number of sections may need to be increased at the high school level, which could require reallocating current staff. Although the District's budget for the next year has already been proposed, Dr. McGee mentioned that there may be slight adjustments to accommodate the necessary changes.

Dr. Marandos commented that adjusting student schedules has already been tested in the past two years with programs such as "Mathletes" and a Reading program, where students not proficient in these subjects were placed in specialized classes. The school has not yet asked parents to select which Unified Arts class their child will forgo but might consider implementing a survey to gather input on this matter.

Dr. Marandos stated that when it comes to the placement of grade 5 students who are not proficient in Math, the plan is to place them in a specialized Math class for **one trimester**, though this is still under discussion. Each section would likely consist of no more than **10 students**, allowing for more individualized attention. The goal is to boost these students' Math skills without overwhelming them, with the option to rotate groups of students each trimester.

Dr. McGee said that if the budget were not a concern, additional teachers could be hired to allow all students who are not proficient in Math to receive extra instruction until they are caught up. However, due to staffing limitations, the plan will focus on maximizing current resources. The urgency of addressing these gaps in proficiency is emphasized, even though it may mean students miss out on other areas of interest, like art, for a time.

The Board discussed the communication of proficiency levels to students and parents. Teachers regularly share performance data with students and parents at the elementary level. The District provides simplified one-page reports to parents to help them understand assessment results. However, there are concerns about how well parents understand these results, and there is recognition that teachers need training on how to interpret data, particularly from tools like IReady. Parents also have access to detailed reports, and the school encourages them to reach out if they need help understanding their child's progress.

Suppose students are proficient at the end of grade 5 but begin to struggle in grade 6. In that case, a process is in place for teachers to review historical data and alert the Administration to any discrepancies. Each school has an RTI (Response to Intervention) process that helps identify and address issues early. Dr. Marandos stated that students who typically perform well in elementary school continue to perform at grade level in subsequent years, but any sudden drop in performance is closely monitored.

The Board discussed several points related to the Math placement process. Mr. Bressette requested clarification regarding the differences between the current practices and the proposals outlined in bullets 1 and 3 under **Lever #2**. Dr. Marandos responded that the main difference is in the Math placement program, which had been implemented prior to COVID. The program of studies states that the Math placement process determines placement in freshman-level courses.

In the past, various data points were used; however, this year, the focus is on the mid-year **iReady** assessment. In January, students placed below grade level have two additional opportunities to improve their placement. The system has been well-received by parents, as students have their **SAS test** in May and the **iReady** assessment, with several months remaining for students to demonstrate they are on grade level. Students who meet the grade-level expectations can move out of the full-year algebra course.

Dr. Marandos then moved to the third bullet under lever **#2**, which involves potentially reallocating budget funds. The current **iReady** test is only available for grade 9 students, and the proposal is to extend it to grade 10. This would allow for a more specific assessment of Geometry and Algebra domains, ensuring objective, normative data supplement Teacher recommendations. The goal is to use the **iReady** test results to inform placement decisions for **Geometry** and **Algebra 2** rather than relying solely on teacher recommendations.

It was confirmed that this adjustment would be a minor tweak to the existing process. Instead of Teachers creating their placement tests, the **iReady** assessment will serve as an informed measure. Dr. McGee noted that the shift, as discussed by Dr. Marandos, is significant. Teachers would no longer have to balance the roles of both coach and referee for high-stakes placement decisions. Instead, the objective data from the **iReady** test would drive the placement decisions, ensuring a more standardized approach.

Lever 3

The discussion then centered around a proposal to enhance the curriculum in non-math and non-reading classes, particularly at the elementary and middle school levels. The focus would be on incorporating more core academic skills, particularly the Health, Library, and STEAM courses. The idea was to introduce additional Math standards into the middle school Science classes, aiming to increase instructional time and engagement with key standards. It was noted that while these classes are often perceived as fun, the expectation is that they should still maintain high academic rigor. The support of the Board, parents, and Teachers will be crucial in raising the expectations for these Unified Arts classes.

The cost of this initiative is minimal, as it can be covered by reprioritizing funds typically allocated for curriculum revisions. The proposal will be prioritized over other competing initiatives. Ms. Greenwood expressed concerns about the potential workload for Library Teachers, who typically teach multiple grade levels. Dr. Marandos clarified that the curriculum revision would be an ongoing process and that Teachers would be supported in their efforts. Collaboration between elementary, middle, and high school teachers was emphasized, especially ensuring a cohesive program highlighting critical literacy skills.

There were also discussions about the flexibility of the curriculum. Teachers could select which areas to enhance with guidance from the Administration. Once the Board approves the plan, work will begin in the third trimester, and summer curriculum work will also be a possibility. The collaboration across grade levels is expected to foster better communication among unified arts teachers, who often lack vertical collaboration opportunities. The initiative is seen as a great opportunity to advance the curriculum.

Mr. Abare, regarding a separate matter, asked a question regarding the percentage of grade 8 students requiring two terms of Math when entering high school. Although the exact number was not finalized, Dr. Marandos estimated that approximately **50%** of students would need this additional support. She noted that the reception to this initiative has been positive, with parents and students showing enthusiasm. It was noted that offering extra credit for completing the Math test could increase student motivation, particularly after the grade 8 trip to Washington, D.C., when motivation tends to dip.

Mr. Bressette confirmed that there would be additional opportunities for students to improve their performance, particularly in response to standardized assessments. Dr. McGee stated that students would have the chance to move out of Remedial Math classes if they demonstrated proficiency. This approach was viewed as motivating for students to engage more actively in their academic work.

Lever 4

The meeting shifted to Lever 4. The Board discussed the need for summer school to increase instructional time for students who are not yet proficient, particularly those who have not passed Algebra 1. Dr. McGee said that PHS Principal Dawn Mead and Assistant Principal Adam Barrier contributed to the conversation, suggesting the inclusion of summer school to help these students.

Dr. McGee said the program would be a recovery initiative for students below proficiency in Algebra 1, with a benchmark range of **50 to 64** for eligibility. This would be the first time the program has been reintroduced since COVID, when a virtual recovery program was offered instead. The summer school would align with past practices before COVID-19, specifically targeting Algebra 1.

The funding for the summer school program would come from anticipated underspending in salary and benefits from the next fiscal year, as this initiative was not initially included in the budget. The discussion also highlighted the importance of encouraging participation in the summer school program, as it can be life-changing for students when they can work in a lower-stakes environment.

Mr. Wilkerson raised a concern regarding the scope of the summer school program. It was clarified that the program would not include other classes beyond Algebra 1. Previously, when funds were more readily available, recovery programs were offered for multiple courses, but this would now be focused solely on Algebra 1.

The meeting moved to discuss the progress of the ongoing initiatives. It was agreed that progress reports could be made in May detailing professional development, the student's Math placement status, and the start of curriculum work. The report would also provide a general update on the recovery programs. It was noted that the output, such as student performance data, would be crucial to measure the success of the initiatives, with the state assessment data expected to be available in the fall.

Mr. Bressette suggested increasing community engagement by developing a more robust mechanism for reporting progress, such as a goals dashboard or a newsletter that could highlight key academic achievements. This could also involve student participation, where they contribute to sharing updates or progress reports. It was further suggested that academic accomplishments, like those in Math, should be recognized in school communications, similar to how athletic achievements are currently highlighted.

Further discussions included innovative ways to communicate progress, such as student involvement in reporting efforts. Ideas ranged from community updates via newsletters to leveraging existing platforms for academic recognition, similar to how athletic achievements are celebrated. Suggestions included integrating progress reports into school communications like "Tiger Techs" or "Panda Techs."

Mr. Bressette thanked Dr. McGee and Dr. Marandos for compiling the information and the work that went into the presentation.

The Board acknowledged the significant planning and execution efforts and expressed unanimous support for moving forward.

B. <u>March 11 Annual Meeting Session 2 - Voting:</u>

The discussion then shifted to a reminder of the upcoming town election on **March 11**, with polling hours from **7:00 a.m. to 8:00 p.m**. The voter guide is set to be distributed during the week of **March 3**.

C. <u>Draft Calendar 2025 – 2026 - Second Read:</u>

The Board reviewed the 2025-2026 School Calendar. The only modification was designating August 26 as the first full school day, ensuring specialized transition days for PES Meet and Greet, PMS Grade 6, and PHS Grade 9.

Mr. Abare moved to adopt the calendar as presented. Mr. Wilkerson seconded the motion, which passed (5-0-0).

The Board then reviewed the School Board Meeting Calendar. Regarding the Board meeting schedule, an optional Saturday budget session was discussed as an alternative to multiple evening meetings in September.

The Board deliberated on scheduling adjustments, noting that consolidating meetings could streamline discussions on budgetary matters, including the three building budgets: **Facilities, SAU, and Nutrition Services**.

Board members expressed mixed opinions, with some favoring an extended session for efficiency and others prioritizing family time. The decision was left to the next Board.

D. Policy Review:

The Board reviewed the policies listed below.

a. First Reading:

i. None

b. Second Reading:

i.	BDC	- Appointed Board Officials
ii.	DAF	- Administration of Federal Grants
iii.	DID	- Capital Fixed Assets
iv.	GBGD	- Workers Compensation Temporary Alternative Work Program

Mr. Wilkerson moved to adopt policies BBC, DAF, DID, and GBGD, as presented. Ms. Greenwood seconded the motion, which passed (5-0-0).

IV. Other:

A. Title IX

Regarding Title IX policy updates, Mr. Bressette mentioned that the Board received an urgent recommendation from the **New Hampshire School Boards Association (NHSBA)** to revert to the 2020 policy standards. The Board discussed the implications and the necessity of an emergency adoption.

Dr. McGee clarified that legal counsel had reviewed the situation and advised that an immediate policy change was not necessary, as the District was already in compliance with the 2020 federal regulations. Given this alignment, the Board followed the standard Policy Committee review process rather than expedited changes.

Mr. Abare moved to direct the Superintendent to follow all federal laws regarding Title IX. Mr. Wilkerson seconded the motion, which passed (5-0-0).

V. Board Member Reports:

Darlene Greenwood – Ms. Greenwood shared a personal reflection on visiting a grade 4 classroom as a guest reader. She read *Horton Hears a Who!* and engaged students in discussions about perseverance. She appreciated the experience, noting the meaningful connections formed with the students.

Mr. Bressette said that his go-to book during Read Across America Week is *Fox in Socks*, and Dr. McGee will read *Grumpy Monkey* to Grade 3 students.

VI. Consent Agenda:

A. Correspondence & Information:

a. **Pelham Planning Department – Letter on Solar Project**

Dr. McGee provided the correspondence included in the consultation feedback from the Planning Board regarding the Solar Project. The Planning Board provided suggestions on snow management, roof security, and solar glare issues. This feedback was shared with the internal Team for review. Mr. Bressette noted that these topics had been thoroughly discussed during prior solar considerations, and the Board expressed confidence that the necessary concerns had been addressed.

b. **Testimony to House Education Finance Committee**

The second item of correspondence involved testimony provided to the state regarding House Bill 717, which pertains to special education aid. The bill, proposed by Representative Rick Ladd, suggested an amendment to fund Special Education Aid in the same manner as adequacy funding.

If passed, this change would ensure full reimbursement at **$1.00 per approved expense** rather than the current **$0.67 per dollar**, potentially saving the District **$266,000** in local property taxes. The Board acknowledged the significance of this bill and discussed the legislative process, including committee reviews and potential timelines, with final decisions expected in June.

B. Adoption of Minutes

a. February 5, 2025 – Draft Public Minutes

C. Vendor and Payroll Manifests:

a.	567	$644,224.93
b.	567M	$2,858.32
c.	AP021925	$440,870.76
d.	PAY567P	21,136.61

D. Enrollment Report:

a. **February 1, 2025 Enrollment Report**

The enrollment report was then reviewed. It highlighted significant movement in and out of the District, resulting in a net decrease of three students.

E. Staffing Updates:

a**. Leaves:**

i. None

b. **Resignations:**

i.	Justin Hufft	PHS	Athletic Director

c. **Retirements:**

i. None

d. **Nominations:**

i.	Kimberly Hirsh	PES	LTS
ii.	Tiffany Smith	PMS	Assistant Principal

Dr. McGee mentioned he was nominating Kim Hirsch, an author and parent, as a Long-Term Substitute Teacher. Tiffany Smith, currently an Administrator at John Stark High School, was nominated for the position of Middle School Assistant Principal, effective July 1, 2025.

Mr. Wilkerson moved to accept the Consent Agenda as presented. Mr. Abare seconded the motion, which passed (5-0-0).

IX. Future Agenda Planning:

Mr. Abare proposed two topics: the implementation of high school phone pouches and the academic schedule. Board members debated the benefits of restricting phone use, with some advocating a structured approach to minimizing distractions.

The discussion also touched on the importance of involving Student Government in decision-making. The Board agreed that this issue warranted further discussion and that any policy changes should align with student engagement efforts.

Regarding the academic schedule, the Board expressed interest in understanding the pros and cons of the current **4x4 block schedule** versus an **A/B schedule**. It was noted that scheduling changes involve multiple stakeholders and require careful consideration. The Board emphasized the need for informed discussions with relevant School Administrators and Counselors before making any decisions.

The discussion concluded by acknowledging the importance of student involvement in decision-making processes, particularly regarding issues that directly impact their education.

X. Future Meetings:

A. 03/05/2025 – 6:30 p.m. School Board Meeting @ PES Library
B. 03/11/2025 – 7:00 a.m. to 8:00 p.m. Town Meeting (Voting) PHS Gymnasium
C. 03/19/2025 – 6:30 p.m. School Board Meeting @ PES Library

XI. Non-Public Session:

Personnel Matters, Superintendent Evaluation, Solar Roof Lease Contracts, and Emergency Planning

(a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

(i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

Mr. Bressette moved to enter non-public under RSA 91-A:3, II (a); RSA 91-A:3, II (c); RSA 91-A:3, II (d); and RSA 91-A:3, II (i) at 8:11 p.m. Mr. Wilkerson seconded the motion, which passed (5-0-0).

a. T. Bressette - Aye
b. D. Wilkerson - Aye
c. G. Abare - Aye
d. R. Cummings - Aye
e. D. Greenwood - Aye

Respectfully Submitted,
Matthew Sullivan
School Board Recording Secretary

Pelham School Board Meeting
Town Hall Conference Room
February 19, 2025
Non-Public Session

School Board Members: Troy Bressette, Chair; David Wilkerson, Vice-Chair; Rebecca Cummings; Garrett Abare; and Darlene Greenwood

Superintendent: Chip McGee

Also in Attendance: None

Absent: None

Enter Non-Public Session:

Mr. Bressette moved to enter non-public under RSA 91-A:3, II (a); RSA 91-A:3, II (c); RSA 91-A:3, II (d); and RSA 91-A:3, II (i) at 8:11 p.m. Mr. Wilkerson seconded the motion, which passed (5-0-0).

a. T. Bressette - Aye
b. D. Wilkerson - Aye
c. G. Abare - Aye
d. R. Cummings - Aye
e. D. Greenwood - Aye

Non-Public Session:

The Board discussed the solar project contract.

Mr. Wilkerson moved to designate Mr. Bressette to conclude negotiations. Mr. Abare seconded the motion. The motion passed (5-0-0).

Roll Call:

a. T. Bressette - Aye
b. D. Wilkerson - Aye
c. G. Abare - Aye
d. R. Cummings - Aye
e. D. Greenwood - Aye

The Board discussed an Emergency Function.

Respectfully Submitted,
Matthew Sullivan
School Board Recording Secretary

Monthly Enrollment
Pelham School District
As of March 01, 2025

Enrollment									
Grade Level	**End of Year 23-24**	**9/3/24**	**10/1/24**	**11/1/24**	**12/1/24**	**1/1/25**	**2/1/25**	**3/1/25**	**Change from February**
Preschool	69	66	65	64	66	69	69	69	0
Kindergarten	122	99	99	99	99	99	99	99	0
1	104	129	128	129	128	128	126	126	0
2	132	106	107	107	107	107	107	107	0
3	108	134	134	135	134	134	133	132	-1
4	106	108	108	107	107	107	107	107	0
5	121	111	111	111	109	109	110	110	0
6	115	121	122	123	123	123	122	122	0
7	118	113	113	113	112	112	112	112	0
8	110	114	114	115	116	117	117	116	-1
9	119	110	102	103	103	103	103	104	1
10	139	121	118	118	116	116	115	115	0
11	143	145	143	144	144	142	142	141	-1
12	148	148	147	146	146	147	148	148	0
PES Total	**762**	**753**	**752**	**752**	**750**	**753**	**751**	**750**	-1
PMS Total	**343**	**348**	**349**	**351**	**351**	**352**	**351**	**350**	-1
PHS Total	**549**	**524**	**510**	**511**	**509**	**508**	**508**	**508**	0
PSD Total	**1654**	**1,625**	**1,611**	**1,614**	**1,610**	**1,613**	**1,610**	**1608**	-2

Withdrawls			
School	**Grade**	**Date**	**Notes**
PES	3	2/7/25	Moved to Nashua, NH
PMS	8	2/12/25	Homeschool
PHS	11	2/11/25	Homeschool/VLACS
New Students			
School	**Grade**	**Date**	**Notes**
PHS	9	2/7/25	Transfer from VA

Return to agenda