

AMENDMENT No. 1 (“Amendment”) is entered into on June 9, 2022 between the Town of North Andover (“Town”) and First Point Power, LLC (“Competitive Supplier”).

WITNESSETH:

WHEREAS, the Town and the Competitive Supplier are parties to the Competitive Electric Service Agreement dated April 24, 2019 (“ESA”); and

WHEREAS, the Town and the Competitive Supplier have agreed to amend the ESA pursuant to the provisions of Articles 18.5 (last sentence) in order to update the pricing of the ESA.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Competitive Supplier agree as follows:

1. Article 4.1 (“Term”) is amended to read in its entirety as follows:

“4.1 **Term** – This ESA shall commence on the Effective Date, *provided, however,* that Competitive Supplier’s obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers’ first meter read dates for the month of October 2022, unless terminated earlier under Article 4.2 below (“Term”).”

2. Exhibit A (“Prices and Terms”) is deleted in its entirety and the attached Exhibit A inserted.

3. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA.

4. This Amendment contains the entire understanding of the Parties with respect to the amendment contained herein. All other provisions of the ESA remain in full force and effect.

5. This Amendment may be executed in counterparts without the necessity that both Parties execute the same counterpart, each of which will be deemed an original but which together will constitute one and the same agreement. The exchange of copies of this Amendment by email or facsimile will constitute effected execution and delivery of this Amendment and may be used in lieu of the original for all purposes. Signatures of representatives of the Parties transmitted by email or facsimile will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Town and the Competitive Supplier have executed this Amendment effective as of the date first written above.

TOWN OF NORTH ANDOVER

By: M. M. Rodrigues
Name: Melissa Rodrigues
Title: Town Manager
Address: 120 Main Street
North Andover, MA 01845

Dated: 6/9/2022

FIRST POINT POWER, LLC

By: P. Schieffelin
Name: Peter Schieffelin
Title: CEO
Address: 2000 Chapel View Blvd, Suite 450
Cranston, RI 02920

Dated: 6/10/2022

EXHIBIT A

PRICES AND TERMS

North Andover's Community Choice Power Supply Program

Price by Rate Classification

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard product unless they opt-out.]

Rate Class	Price for Period 1* (July 2019 – July 2022) \$/kWh	Price for Period 2* (July 2022 – October 2022) \$/kWh
Residential	\$0.10790	\$0.19199
Commercial / Streetlights	\$0.10790	\$0.19199
Industrial	\$0.10790	\$0.19199

**Rate includes Operational Adder of \$0.000/kWh [no max].*

OPTIONAL GREEN PRODUCT

[Eligible Consumers will only be enrolled in the optional green product if they elect it.]

Rate Class	Price for Period 1* (July 2019 – July 2022) \$/kWh	Price for Period 2* (July 2022 – October 2022) \$/kWh
Residential	\$0.10885	\$0.19444
Commercial / Streetlights	\$0.10885	\$0.19444
Industrial	\$0.10885	\$0.19444

**Rate includes Operational Adder of \$0.000/kWh [no max].*

Terms for System Supply Service

Delivery Term: as set forth in this Exhibit A, extending through the end of the Term as set forth in Article 4.1.

Period 1 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of July 2019 (billed in arrears, therefore the August 2019 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of July 2022 (final bill, therefore the July 2022 billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of July 2022 (billed in arrears, therefore the August 2022 billing

statements) and terminating with the Participating Consumers' first meter read dates for the month of October 2022 (final bill, therefore the October 2022 billing statements).

The price for All-Requirements Power Supply shall be as stated on this Exhibit A for the applicable Pricing Periods, and shall be fixed for the entire length of each Pricing Period. Prices must include all adders and ancillary charges. For the purposes of clarity, the price includes all costs incurred by Competitive Supplier in relation to (a) the Mystic generating station cost of service agreements, as approved by FERC in docket ER18-1639, and (b) ISO-NE Inventoried Energy Program, as approved by FERC June 18, 2020 (ER19-1428-003). However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start-Up Service Date: All-Requirements Power Supply will commence at the prices stated above as of the Participating Consumers' first meter read dates for the month of July 2019.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the respective requirements of the Massachusetts' (a) Renewable Portfolio Standard, (b) Alternative Energy Portfolio Standard, (c) Clean Energy Standard, and (d) Clean Peak Energy Standard, as each standard is defined as of the date this ESA is entered into and each starting with the year in which load is served on the Start-Up Service Date, or otherwise pay the alternative compliance payment rate as determined by the relevant Massachusetts regulatory authority. For the purposes of clarity, the Competitive Supplier shall be responsible for the final amendments to the regulations of the Renewable Energy Portfolio Standard ("RPS") as filed by the Department of Energy Resources with the Joint Committee on Telecommunications, Utilities, and Energy on August 16, 2021.

Optional Product: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the respective requirements of the Massachusetts' (a) Renewable Portfolio Standard, (b) Alternative Energy Portfolio Standard, (c) Clean Energy Standard, and (d) Clean Peak Energy Standard, as each standard is defined as of the date this ESA is entered into and each starting with the year in which load is served on the Start-Up Service Date, or otherwise pay the alternative compliance payment rate as determined by the relevant Massachusetts regulatory authority. For the purposes of clarity, the Competitive Supplier shall be responsible for the final amendments to the regulations of the Renewable Energy Portfolio Standard ("RPS") as filed by the Department of Energy Resources with the Joint Committee on Telecommunications, Utilities, and Energy on August 16, 2021. The price stated above also includes the purchase of National Wind RECs for a total amount equal to 100% Renewable Energy for Period 1 and the purchase of an additional 49% of National Wind RECs above Minimum Standards for Period 2. The Competitive Supplier shall identify the technology, vintage, and location of the renewable generators that are the sources of the Renewable Energy Certificates (RECs). All such RECs will be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e. **[100% National Wind RECs (Period 1) / National Wind RECs – MA Requirement + 49% (Period 2)]**

Term: The period of delivery of All-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Eligible Consumer Opt-Out: Participating Consumers, who elected to opt into the Program, are free to opt-out of the Program utilizing established EDI drop protocols. Such Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any Participating Consumer, nor does Competitive Supplier require any Participating Consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Basic Service in the event that the consumer fails to pay to Competitive Supplier amounts past-due greater than sixty (60) days.