

AMENDING AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment”) is dated October 18, 2022, between the Town of Tyngsborough (“Town”) and First Point Power, LLC (“Competitive Supplier”).

WHEREAS:

- A. The Town and Competitive Supplier are both parties to a Competitive Electric Service Agreement dated May 17, 2021, together with any additional exhibits and schedules thereto (collectively, the “ESA”).
- B. The Town and Competitive Supplier have agreed to amend the ESA pursuant to the provisions of Articles 18.5 to modify program eligibility descriptions that could otherwise be interpreted to prevent certain residential and small commercial consumers from participating in the Program, and to update the program Retail Prices to accommodate a larger number of Participating Consumers than originally anticipated by the Parties.

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 (all section references herein are in reference to the ESA):

1. Article 1.10 (“Eligible Consumers”) shall be deleted in its entirety and replaced with the following:
1.10 Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor, at one or more locations within the geographic boundaries of the Town. This includes (1) Basic Service consumers who have indicated that they do not want their contact information shared with Competitive Suppliers for marketing purposes; and (2) consumers receiving Basic Service plus an optional Green Power product that allows concurrent enrollment in either Basic Service or competitive supply. This excludes (1) Basic Service consumers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service consumers enrolled in a Green Power product that prohibits switching to a Competitive Supplier; and (3) consumers receiving competitive supply service.
2. Article 1 is amended by adding the following new definition:
1.18 Large Industrial – A commercial, industrial, municipal, or other non-residential account that is not a Small Commercial consumer account.
3. Article 1.20 (“New Consumers”) shall be deleted in its entirety and replaced with the following:
1.21 New Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date
4. Article 1 is further amended by adding the following new definition:

1.28 Product – A unique All-Requirements Power Supply option offered to Eligible Consumers at a specific price and containing a specific combination of energy services and attributes unique from other products.

5. Article 1 is further amended by adding the following new definition:

1.33 Residential – A consumer account that has a Local Distributor rate class code of R1, R2, or R4.

6. Article 1 is further amended by adding the following new definition:

1.36 Small Commercial – A consumer account that has a Local Distributor rate class code of G1.

7. The first paragraph of Article 3.2 shall be deleted in its entirety and replaced with the following:

With the exception of any individual Large Industrial New Eligible Consumers that may be excluded by Competitive Supplier at its discretion pursuant to Article 3.4.2 (“Large Market Price Eligible Consumers”), Competitive Supplier will conduct opt-out mailings to New Eligible Consumers as directed by the Town but no more than four times per calendar year (unless otherwise agreed to by the Parties) and in a Commercially Reasonable timeframe as directed by the Town or its agent.

8. The second paragraph of Article 3.2 shall be amended by replacing the phrase “New Consumer” with “New Eligible Consumer” in every place where it appears in the paragraph.

9. Article 3.4.2 shall be deleted in its entirety and replaced with the following:

3.4.2 New Eligible Consumers - New Eligible Consumers (a) who are provided notice, and (b) elect not to opt-out of the Program, each as provided in Article 3.2, will be automatically enrolled by Competitive Supplier in the Program at the Retail Price for the standard Product. Competitive Supplier may offer Large Market Price Eligible Consumers (as such term is defined in Article 3.2) the then market rate for the standard Product. Competitive Supplier shall enroll such New Eligible Consumers in accordance with applicable Local Distributor rules.

10. Article 3.4.3 shall be deleted in its entirety and replaced with the following:

3.4.3 Eligible Consumers that Previously Opted Out - At any time during this ESA, Eligible Consumers who have previously opted out of the Program, with the exception of Large Industrial Eligible Consumers, may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such Eligible Consumers at the Retail Price applicable for the Product selected. Large Industrial Eligible Consumers who have previously opted out of the Program may request to be enrolled in the Program, and Competitive Supplier may provide All-Requirements Power Supply to such Large Industrial Eligible Consumers at the Retail Price applicable for the Product

selected or based on the then market rate for the Product selected. Competitive Supplier shall enroll such Eligible Consumers in accordance with applicable Local Distributor rules.

11. Article 3.4.4 shall be deleted in its entirety and replaced with the following:

3.4.4 Eligible Consumers Previously Served by Third Parties - Competitive Supplier agrees that, with the exception of Large Industrial consumers, consumers that are being served or were previously served under third-party competitive supply agreements may affirmatively opt-in and receive All-Requirements Power Supply at the Retail Price applicable for the Product selected when such agreements terminate or are otherwise completed. Large Industrial consumers that are being served or were previously served under third-party competitive supply agreements may request to be enrolled in the Program, and Competitive Supplier may provide All-Requirements Power Supply to such Large Industrial consumers at the then market rate for the Product selected.

12. Article 3 shall be amended by adding a new Article 3.4.5 as follows:

3.4.5 Limit on Participating Consumers – Notwithstanding any other provision herein, the Parties agree that the terms of this ESA allow for a total number of Residential Participating Consumers up to and including 4,325 (“Residential Limit”) and a total number of Small Commercial Participating Consumers up to and including 560 (“Small Commercial Limit”). Competitive Supplier may enroll additional consumer accounts in excess of the Residential Limit or Small Commercial Limit at its discretion. Competitive Supplier shall not suspend or deny consumer enrolments pursuant to this Article 3 without first providing notice to the Town. Such notice shall reasonably demonstrate that exceeding either limit will cause Competitive Supplier to incur additional, material costs and Competitive Supplier shall propose a price increase per kWh to be passed on to Participating Consumers to mitigate such effect. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this ESA to increase either limit and, if necessary, make an adjustment to the Retail Rates.

13. Exhibit A (“Prices and Terms”) is deleted in its entirety and replaced with the Exhibit A accompanying this Amending Agreement.

14. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA. Numerical references in the ESA shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.


15. 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.

16. 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.

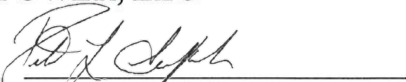
IN WITNESS WHEREOF, the Town and the Competitive Supplier have executed this Amendment effective as of the latest date written below.

TOWN OF TYNGSBOROUGH

By: 
Name: Matthew Hanson
Title: Town Administrator
Address: 25 Bryants Lane
Tyngsborough, MA 01879

Dated: 10/16/22

FIRST POINT POWER, LLC

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

Dated: 10/18/2022

EXHIBIT A

PRICES AND TERMS

Tyngsborough's Community Choice Power Supply Program

Price by Rate Classification

STANDARD PRODUCT – Meets MA Renewable Energy Requirement

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

Rate Class	Price for Period 1* (Nov. 2021 – Dec. 2022) \$/kWh	Price for Period 2* (Dec. 2022 – Nov. 2024) \$/kWh
Residential	\$0.10943	\$0.13680
Commercial / Streetlights	\$0.10943	\$0.13680
Industrial	\$0.10943	\$0.13680

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

OPTIONAL PRODUCT – 100% National Wind RECs

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

Rate Class	Price for Period 1* (Nov. 2021 – Dec. 2022) \$/kWh	Price for Period 2* (Dec. 2022 – Nov. 2024) \$/kWh
Residential	\$0.11318	\$0.14055
Commercial / Streetlights	\$0.11318	\$0.14055
Industrial	\$0.11318	\$0.14055

**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 November 2021 (billed in arrears, therefore the December 2021 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of December 2022 (final bill, therefore the January 2023 billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of December 2022 (billed in arrears, therefore the January 2023 billing

statements) and terminating with the Participating Consumers' first meter read dates for the month of November 2024 (final bill, therefore the November 2024 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 November 2021.

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 with the legislature by the Department of Energy Resources on April 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 with the legislature by the Department of Energy Resources on April 16, 2021. The price stated above also includes the purchase of National Wind RECs for a total amount equal to 100% Renewable Energy. 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]**

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.