

AMENDING AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment”) is dated August 26, 2024, between the Town of Berlin (“Town”) and First Point Power, LLC (“Competitive Supplier”).

WHEREAS:

- A. The Town and Competitive Supplier are both parties to an Electric Service Agreement dated April 8, 2024, together with any appendices thereto (collectively, the “ESA”).
- B. The Town has decided to increase its Operational Adder (as such term is defined in the ESA) during the delivery term of the ESA from \$0.000/kWh to \$0.002/kWh.
- C. The Town and Competitive Supplier have agreed to amend Price and Term Appendix No. 1 to the ESA and increase program Retail Prices.

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. Section 1 of Price and Term Appendix No. 1 shall be deleted in its entirety and replaced with the following:
 - 1. **Retail Price by Rate Classification:** The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term.

STANDARD PRODUCT

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

Rate Class	Retail Price \$/kWh
Residential	\$ 0.13500
Commercial/Streetlight	\$ 0.13500
Industrial	\$ 0.13500

2. Section 7 of Price and Term Appendix No. 1 shall be deleted in its entirety and replaced with the following:

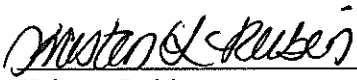
8. Operational Adder: Competitive Supplier shall include the Operational Adder, in the Retail Prices for each Product and Competitive Supplier shall pay to the Aggregator the following volumetric fee multiplied by Participating Consumers' metered usage:

Operational Adder: \$0.002/kWh

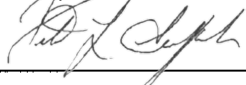
3. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA. Numerical references in the ESA shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.
4. This Amendment contains the entire understanding 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 Competitive Supplier have executed this Amendment effective as of the latest date written below.

TOWN OF BERLIN

By: 
Name: Kristen Rubin
Title: Town Administrator
Dated: 8/26/24

FIRST POINT POWER, LLC.

By: 
Name: Peter Schieffelin
Title: CEO
Dated: 09/03/2024