

AMENDING AGREEMENT
to
ELECTRIC SERVICE AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of **July 3, 2025** (“Effective Date”), is entered into by and between the **Town of Hatfield** (“Aggregator”) and **First Point Power, LLC** (“Competitive Supplier”).

WHEREAS:

- A. The Aggregator and Competitive Supplier are both parties to an Electric Service Agreement dated May 24, 2023, together with any appendices thereto (collectively, the “ESA”). Capitalized terms used herein and not defined shall have the same meaning ascribed to them in the ESA.
- B. On January 29, 2024, the Federal Energy Regulatory Commission issued an order in docket ER24-275 approving a project proposal filed by ISO New England called the Day-Ahead Ancillary Services Initiative (“DASI”), which aims to provide targeted incentives and compensation for resources providing operating reserve services.
- C. The Aggregator and Competitive Supplier agree that ISO New England’s implementation of DASI constitutes a Change in Law and is expected to increase the Competitive Supplier’s cost of performance hereunder during the Delivery Term.
- D. As a strategy to address the new DASI costs in a manner that reasonably (i) compensates Competitive Supplier for its increased cost of performance, and (ii) seeks to minimize disruption to the Program, the Aggregator and Competitive Supplier have agreed to amend Price and Term Appendix A to the ESA as set out below.

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 Aggregator and the Competitive Supplier agree as follows (all section references herein are in reference to the ESA):

- 1. Article 1 of the ESA shall be amended by inserting the following definitions:

Capacity Costs - The product of Capacity Obligation and Capacity Market Price.

Capacity Market Price – The monthly price for capacity calculated under any capacity payment mechanism defined in the ISO-NE Transmission, Markets and Services Tariff.

Capacity Obligation - The monthly capacity market obligation, as measured and expressed in kilowatts (kW) and as defined by ISO-NE pursuant to the ISO-NE Transmission, Markets and Services Tariff, imposed on Competitive Supplier as a result of Competitive Supplier’s obligation to supply All-Requirements Power Supply to Participating Consumers under this ESA.

DASI Costs – Supplier’s share of costs for ISO-NE’s Day-Ahead Ancillary Services Initiative (“DASI”) allocated to load serving entities by ISO-NE pursuant to the ISO-NE

Transmission, Markets and Services Tariff, as attributable to Supplier's obligations under this ESA.

2. Section 2(a) of Price and Term Appendix A shall be amended by extending the Delivery Term End Month from **December 2026** to **December 2028**.
3. A new Section 6 shall be added to Price and Term Appendix A as follows.

6. DASI Costs Recovery Fee:

- a) For the purposes of clarity, all Retail Prices set out in Section 1 of this Price and Term Appendix starting with Retail Prices applicable for service commencing with the Participating Consumers' first meter read dates for the month of **August 2025** (billed in arrears, therefore the September 2025 billing statements) and ending with Participating Consumers' first meter read dates for the Delivery Term End Month (the "DASI Cost Recovery Period") include a \$/kWh cost estimate set out in the table below for DASI Costs (the "DASI Costs Recovery Fee"), as established by the Aggregator in consultation with Competitive Supplier.

DASI Costs Recovery Fee \$/kWh
\$ 0.00434

- b) The Aggregator shall adjust the DASI Costs Recovery Fee and Retail Prices, higher or lower, one or more times during the Delivery Term as necessary, in consultation with Competitive Supplier, such that the total dollar amount collected from Participating Consumers by Competitive Supplier over the "DASI Cost Recovery Period" is just sufficient to reimburse Competitive Supplier for its actual, documented DASI Costs over the time period commencing March 1, 2025 and ending with Participating Consumers' first meter read dates for the Delivery Term End Month ("DASI Cost Assessment Period").
- c) The Aggregator, or CPG, will coordinate with Competitive Supplier to (i) create and maintain a reasonable forward projection of DASI Costs for the next twelve months, or through the balance of the Delivery Term if less than twelve months, and (ii) create a reasonable forecast of monthly Program kWh over the same period ("DASI Costs Forecast"). The Aggregator shall use the DASI Costs Forecast to inform its decisions on potential adjustments to the Retail Price with the objective of minimizing over or under collections for DASI Costs.
- d) At the conclusion of the Delivery Term, Competitive Supplier will calculate the "Net DASI Recovery Value", where the Net DASI Recovery Value shall equal: [(Total revenues Competitive Supplier received from the DASI Costs Recovery Fee over the DASI Cost Recovery Period) - (Actual DASI Costs Competitive Supplier incurred over the DASI Cost Assessment Period as documented in Section 5 of this Amendment)] / (The last 12 months of the Delivery Term of ISO-NE real time load obligation settlement kWh as documented in Section 5 of this Amendment). In the

event the absolute value of the Net DASI Recovery Value exceeds \$0.00075 /kWh, the Parties agree to work in good faith and in a timely manner to reimburse an overpayment to the Aggregator or an underpayment to Competitive Supplier, as the case may be.

4. A new Section 7 shall be added to Price and Term Appendix A as follows, and subsequent numerical references in Price and Term Appendix A shall be updated accordingly.

7. Capacity Costs Recovery Fee:

- a) For the purposes of clarity, all Retail Prices set out in Section 1 of this Price and Term Appendix include a \$/kWh cost estimate set out in the table below for Capacity Costs incurred by Competitive Supplier over the period beginning with Participating Consumers’ first meter read dates for the month of June 2028 and ending with the Participating Consumers’ meter read dates in the Delivery Term End Month (the “Capacity Cost Recovery Period”).

Capacity Cost Recovery Period		
Meter Read Start Date	Meter Read End Date	Capacity Costs Recovery Fee \$/kWh
June 2028	Delivery Term End Month	\$ 0.01537

- b) The Aggregator, or CPG, will coordinate with Competitive Supplier to (i) create and maintain a reasonable forward projection of Capacity Costs for the Capacity Cost Recovery Period, and (ii) create a reasonable forecast of monthly Program kWh over the same period (“Capacity Costs Forecast”). The Aggregator shall use the Capacity Costs Forecast to inform its decisions on potential adjustments to the Retail Price with the objective of minimizing over or under collections for Capacity Costs with respect to the Capacity Cost Recovery Period. Such adjustments to Retail Prices can be made prior to June 2028. The Aggregator shall adjust Retail Prices, higher or lower, in consultation with Competitive Supplier, with the objective of having the “Net Capacity Costs Recovery Value” equal close to zero dollars, where the Net Capacity Costs Recovery Value shall be calculated as the difference between (i) [(billed Retail Prices) – (Retail Prices as of the Effective Date)] x (kWh over the Delivery Term), and (ii) (actual Capacity Costs over the Capacity Cost Recovery Period) – [(Capacity Cost Recovery Fee) x (kWh over the Capacity Cost Recovery Period)].
 - c) In the Event the absolute value of the Net Capacity Costs Recovery Value at the conclusion of the Delivery Term exceeds \$0.00075/kWh, the Parties agree to work in good faith and in a timely manner to reimburse an overpayment to the Aggregator or an underpayment to Competitive Supplier, as the case may be.
5. During the remainder of the Delivery Term, Competitive Supplier agrees that it shall provide Aggregator with documentation or other related information it receives regarding

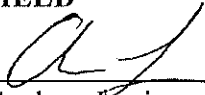
actual cost incurred and estimates of any future costs associated with DASI with respect to the ESA over the Delivery Term.

6. 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.
7. 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.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf, which will be effective upon signature of the Parties. If the Parties sign on different dates, then it will be effective on the later date of signature.

TOWN OF HATFIELD

By: 
Name: Andrew Levine
Title: Town Administrator
Dated: 6/30/25

FIRST POINT POWER, LLC

By: 
Name: Peter Schieffelin
Title: CEO
Dated: 06/30/2025