

**AMENDING AGREEMENT**  
**to**  
**ELECTRIC SERVICE AGREEMENT**

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of **June 24, 2025** (“Effective Date”), is entered into by and between the **Town of Billerica** (“Aggregator”) and **Dynegy Energy Services East, LLC** (“Competitive Supplier”).

**WHEREAS:**

- A. The Aggregator and Competitive Supplier (the “Parties”) are both parties to an Electric Service Agreement dated June 4, 2025, 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. Many months prior to the Parties signing the ESA, ISO New England began work on designing capacity market auction reforms that are scheduled to start on June 1, 2028.
- C. The Parties have agreed to amend the Price and Term Appendix of the ESA to make clear that the Retail Prices set out therein include all capacity costs that Competitive Supplier anticipates incurring throughout the entire Delivery Term, including all costs related to the ISO New England’s capacity market auction reforms starting June 1, 2028.

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 Parties agree as follows (all section references herein are in reference to the ESA):

- 1. Section 5 of Price and Term Appendix A shall be deleted in its entirety and replaced with the following:

**5. All-Requirements Power Supply**

For the purposes of clarity, all Retail Prices set out in Section 1 of this Price and Term Appendix include all costs incurred by Competitive Supplier in relation to: (a) the ISO-NE Inventoried Energy Program, as approved by FERC and in effect as of the Effective Date, (b) the ISO-NE Day-Ahead Ancillary Services Initiative (“DASI”) as approved by FERC in ER24-275-000 on January 29, 2024, and (c) the redesigned ISO-NE capacity market charges which are expected to go into effect starting June 1, 2028.

- 2. Numerical references in the Price and Term Appendix No. 1 shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.
- 3. 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.

4. 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 BILLERICA**

By:   
Name: Christopher Dillon  
Title: Interim Town Manager  
  
Dated: 6/24/2025

**DYNEGY ENERGY SERVICES EAST, LLC**

By:   
Scott Hudson (Jun 27, 2025 10:48 CDT)  
Name: Scott Hudson  
Title: President - Vistra Retail  
  
Dated: 6/24/2025

  
Jim Vermeulen (Jun 24, 2025 12:42 CDT)