

AMENDING AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment”) is dated October 17, 2024, between the **Town of Heath** (“Aggregator”) and **Dynegy Energy Services East, LLC** (“Competitive Supplier”).

WHEREAS:

- A. The Aggregator and Competitive Supplier are both parties to an Electric Service Agreement dated March 27, 2024, together with any appendices thereto (collectively, the “ESA”).
- B. The Massachusetts Department of Energy Resources filed three emergency rulemakings with the Secretary of State, one on July 12, 2024, one on July 19, 2024, and one on October 11, 2024 which together made changes to the Commonwealth’s Clean Peak Energy Standard regulations (225 CMR 21.00) including changes to the annual Minimum Standard from 2024 through 2050 (“CPES Changes”).
- C. The CPES Changes were placed into effect immediately upon their filing.
- D. The Aggregator and Competitive Supplier agree that a Change in Law has occurred (as such term is defined in the ESA) and that the CPES Changes decrease the cost of performance by the Competitive Supplier over the Delivery Term.
- E. The Aggregator and Competitive Supplier have agreed to amend Price and Term Appendix No. 1 to the ESA to decrease the Retail Prices set out therein.

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. 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	\$0.12804
Commercial/Streetlight	\$0.12804
Industrial	\$0.12804

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

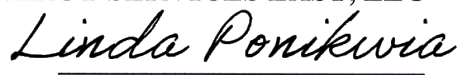
IN WITNESS WHEREOF, the Aggregator and Competitive Supplier have executed this Amendment effective as of the latest date written below.

TOWN OF HEATH

By: 
Name: Hilma Sumner
Title: Town Coordinator

Dated: Oct. 22, 2024

DYNEGY ENERGY SERVICES EAST, LLC

By: 
Name: Linda Ponikwia
Title: Manager - Municipal Aggregations

Dated: 10/23/2024

Melissa Goodwin
Melissa Goodwin (Oct 23, 2024 13:06 CDT)