

**AMENDING AGREEMENT
to
ELECTRIC SERVICE AGREEMENT**

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of **June 25, 2025** (“Effective Date”), is entered into by and between the **City of Haverhill** (“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 23, 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. The Aggregator and Competitive Supplier have agreed to amend Price and Term Appendix No. 1 to the ESA to change 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. Article 1 of the ESA shall be amended by inserting the following definition:

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. Sections 1 and 2 of Price and Term Appendix A shall be deleted in their 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 for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$0.14377	\$0.15101
Commercial/Streetlight	\$0.14377	\$0.15101
Industrial	\$0.14377	\$0.15101

2. Terms for System Supply Service

(a) Delivery Term:

For **Period 1**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **November 2023** (the "**Delivery Term Start Month**") (billed in arrears, therefore the December 2023 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **August 2025** (final bill, therefore the August 2025 billing statements).

For **Period 2**, the Retail Price applies to 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 terminating with the Participating Consumers' first meter read dates for the month of **November 2026** (the "**Delivery Term End Month**") (final bill, therefore the November 2026 billing statements)

(b) **Consumer Opt-Out:** Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. 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.

3. A new Section 6 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.

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 Period 2 include a \$/kWh cost estimate set out in the table below for DASI Costs, as established by the Aggregator in consultation with Competitive Supplier.

Meter Read Start Date	Meter Read End Date	DASI Costs Recovery Fee \$/kWh
March 1, 2025	Delivery Term End Month	\$ 0.00724

- b) The Aggregator shall adjust such cost estimate 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. For the purposes of this ESA, the DASI Cost Recovery Period means the time period commencing March 1, 2025, and ending with Participating Consumers' first meter read dates for the Delivery Term End Month.
 - 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. If the DASI Costs Forecast divided by projected Program kWh is less than negative \$0.003 /kWh (meaning a condition where projected receipts are below projected costs), then the Aggregator and Competitive Supplier shall coordinate to increase the Retail Price(s) as soon as practicable.
 - 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 Recovery Period as documented in Section 4 of this Amendment)] / (The last 12 months of the Delivery Term of ISO-NE real time load obligation settlement kWh as documented in Section 4 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. The Aggregator agrees and acknowledges that the cost incurred by Competitive Supplier associated with DASI during the Delivery Term is difficult to establish and therefore the updated Retail Prices as of the Effective Date of this Amendment include an approximate estimate of the cost impact for DASI. 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. Thereafter,


following Competitive Supplier's determination of its actual cost incurred associated with DASI the Parties agree to meet in good faith to provide for additional changes to Retail Prices, and amend the ESA, as necessary, as long as it is operationally feasible to effectuate a Retail Price increase or decrease in which an estimate for the balance of the Delivery Term will be utilized.

5. 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.
6. 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.


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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.

CITY OF HAVERHILL

By: 
Name: Melinda Barrett
Title: Mayor
Dated: 6/27/28

FIRST POINT POWER, LLC

By: 
Name:
Title:
Dated: 06/27/2025