

ELECTRICITY SALES AGREEMENT

Date: 05/16/2024

Marketer Name: Competitive Energy Services

This Electricity Sales Agreement (“ESA”), upon execution, is a legally binding contract between State of Maine (“Customer”) and **First Point Power, LLC** (“FPP”), a competitive electricity provider licensed by the ME PUC, shall incorporate Attachment A– Accounts, and shall be subject to the Terms and Conditions between FPP and Customer (collectively the “Agreement”). The Terms “FPP,” “Our,” “Us,” and “We” refer to First Point Power, LLC, and “You” and “Your” refer to Customer. “Party” means either Customer or First Point Power, LLC, and “Parties” means both Customer and First Point Power, LLC. Capitalized terms have the meanings set out in the Terms and Conditions unless the context clearly requires otherwise. The Agreement is not valid until fully executed by both Parties.

1. NOTICES.

If to Customer:

Attn: David Morris
Address: 77 State House Stat
Address 2: 4th Fl Burton Cross Bldg
City: Augusta
State: ME **Zip:** 04333
Email (required): david.morris@maine.gov
Phone: 207-624-7314

If to FPP:

Attn: Customer Care
 First Point Power, LLC
 2000 Chapel View Blvd., Ste. 450
 Cranston, RI 02920
Email: CustomerCare@firstpointpower.com
Phone: (888) 875-1711

2. PRODUCT INFORMATION. The Contract Price is \$ 0.09278 per KWH. Any cost(s) in the tables below listed as “Not Included” are not included in the Contract Price and shall be added to the rate per KWH charged by FPP for services provided under this Agreement.

Cost Type	Description
Energy	Included
Capacity	Included
Line Loss	Included
Ancillary	Included

Cost Type	Description
Renewable portfolio standards	Included
ISO Inventoried Energy Costs	Included
DASI	Included

3. BILLING TYPE. The billing type is LDC.

4. TERM. The Start Date is 12/2024 (mm/yyyy) and the End Date is 12/2027 (mm/yyyy). FPP agrees to sell You, and You agree to buy from FPP, the full quantity of electricity delivered by FPP for each Account, as measured or estimated by the LDC, for the Term and if applicable, Automatic Extension Term, as defined in the Terms and Conditions.

5. AGREEMENT EXECUTION AND EFFECTIVENESS. Each Party represents and warrants that it has the necessary legal authority and/or corporate authority to enter into this Agreement and to perform each duty and obligation imposed by the Agreement. Each Party represents that each individual affixing a signature to this Agreement has been duly authorized to execute this Agreement on behalf of the Party that he or she represents; that by signing the Agreement, a valid, binding and enforceable legal obligation of the Party has been created; and that he, she, or it has made an independent decision to enter into the Agreement and as to whether this Agreement is appropriate or proper based upon his, her, or its own judgment and is capable of assuming and prepared to assume such risks.

By:

Customer: State of Maine
 Signatory Name: David.Morris
 Signature: David.Morris
 Title: Acting Chief Procurement Officer
 Date: May 16 2024 12:01 PDT

By:

Supplier Name: First Point Power, LLC
 Signatory Name: Peter Schieffelin
 Signature: Peter Schieffelin
 Title: CEO
 Date: 05/16/2024

TERMS AND CONDITIONS

1. DEFINITIONS. The electricity account(s) in the Agreement are referred to herein individually as an “Account” and collectively as the “Account(s).” “Change in Law” means any new Laws, rules, regulations, filed tariffs, orders, or any change, modification, or change in interpretation or application of any Laws, rules, regulations, filed tariffs, or orders (including but not limited to changes to rates, formula rate calculations, inputs, percentages, forecasts, or variables) issued by any applicable federal or state regulatory authority, applicable regional transmission organization (“RTO”), or independent system operator (“ISO”). “Commercial Account” means an Account classified by the ME PUC or applicable LDC tariffs as not residential. “DASI” means any costs associated with ISO’s Day-Ahead Ancillary Services Initiative as initially approved by FERC in Docket No ER24-275-000 on January 29, 2024. “ESA” means the Electricity Sales Agreement executed under this Agreement. “ETF” means an early termination fee that may be assessed under this Agreement. “Financial Assurance” means (a) collateral, in the form of either cash, a guarantee, an increase in the amount of guarantee currently held by FPP guaranteeing Customer’s obligations under this Agreement, letter(s) of credit, or other security acceptable to FPP, in an amount acceptable to FPP; (b) FPP requiring prepayment from Customer for electric service provided under this Agreement, with terms to be determined by FPP in its sole discretion; or (c) FPP requiring an accelerated payment schedule with terms to be determined by FPP in its sole discretion. “Historic KWH Usage” means Your KWH usage in the 12 months immediately preceding the date of this Agreement. “ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an electricity account or any successor or replacement entity. “ISO Inventoried Energy Costs” means any costs associated with ISO’s inventoried energy program as initially filed with FERC in Docket ER19-1428 on 3/25/2019 and as modified thereafter. “KWH” means the amount of electrical energy (expressed in kilowatt hours) purchased by You under the terms of this Agreement. “Laws” means any law, rule, order, regulation, ordinance, statute, judicial decision, administrative order, ISO business practice or protocol, LDC tariff, ISO tariff, rule of any commission or jurisdiction in the state in which an Account is located, or rule by the Federal Energy Regulatory Commission. “LDC” means the Account’s local electricity distribution company. “ME PUC” means the Maine Public Utilities Commission. “Non-Indexed Variable Rate” is a non-indexed rate that may fluctuate each month and that has no cap or limit in its variation month to month. “Residential Account” means an Account classified by the ME PUC or applicable LDC tariffs as residential. “Small Commercial Account” means an Account classified by the ME PUC or applicable LDC tariffs as small commercial.

2. BILLING AND PAYMENT. If We bill You through the LDC consolidated billing program (“LDC Consolidated”), payment is due in accordance with the LDC’s rules, and in the event Your LDC does not accept payment or the Account(s) are terminated, suspended or withdrawn from the billing program, We, at Our sole option, may (a) bill You separately for the electric supply You receive from Us, including any applicable charges, or (b) terminate this Agreement as to some or all of the Account(s) and switch such Account(s) to the standard offer service. If We bill You separately (“Dual Billing”) for Our charges, payment is due within fifteen (30) days of the date on the invoice, and if payment is not received within such fifteen (30)-day period, it is considered late. For Dual Billing, late payments or partial payment balances will be subject to a late fee of 1.00% per month or the maximum rate allowable by law, whichever is less. In the event that federal moneys are the budgeted source of funds for payment to business concerns for state agency purchases of goods, property or services, and these moneys are unexpectedly withheld and delayed from reaching the State in time to pay proper invoices without incurring a late fee, the state agency which made the purchases and the State of Maine shall not be liable for any late fees on overdue payments (5 M.R.S. § 1554). Under LDC Consolidated, a late payment charge will be assessed at the same rate and in the same manner as Your LDC applies late payment charges to its unpaid charges. You shall reimburse FPP for any reasonable costs We incur in collecting monies owed to Us by You, including but not limited to

attorneys’ fees, expenses, and court costs. We do not offer budget billing. You may contact Your LDC using the contact information provided in Section 11 for information on the LDC’s budget billing offerings. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract. Notwithstanding the foregoing, the State agrees to provide immediate notice to the vendor in the event of a potential non-appropriation scenario, to ensure no service is provided for which there will not be funding.

3. CUSTOMER PARAMETERS. The Contract Price specified in the Agreement is conditioned on Your representation (a) except as otherwise disclosed to FPP in advance of executing this Agreement, that You do not own or utilize any on-site generation or renewable energy, including but not limited to energy storage capabilities, waste-to-energy, solar power, co-generation, and wind power (“On-Site Generation”), and (b) there will not be a Customer Change, defined as a material change in (i) a reduction or increase in your KWH usage during the term of this Agreement of greater than 25% compared to Your Historic KWH Usage for three or more consecutive months, or (ii) the characteristics of any or all the Accounts. If during this Agreement You intend to install On-site Generation or You expect there to be a Customer Change, You agree to provide Us at least forty-five (45) days’ written notice. You acknowledge and understand that any use by You of On-site Generation, and/or any Customer Change, determined solely by Us, in a commercially reasonable manner, without Our prior written consent, is in material breach of this Agreement. In the event of a default pursuant to this Section, We reserve the right to (c) terminate this Agreement and invoice You the ETF, (b) issue You a separate monthly invoice for the economic effects of the foregoing, (c) change Your rate for the remainder of the Term to a rate that covers the economic effects of the foregoing, or (d) list such costs as a separate line item on Your monthly invoice. FPP will provide at least thirty (30) days’ written notice to You of the intention to invoice You for any economic effects as described herein and upon request, FPP will provide You with the calculations used to determine the economic effects that FPP intends to invoice.

4. TERM AND EXPIRATION. The Term for each Account shall begin when the Account is enrolled on FPP’s service, and the exact enrollment date for each Account is determined by Your LDC’s enrollment procedures. We will attempt to enroll each Account on its regularly scheduled meter-read date on or after the first day of the month in the Start Date. The Term for each Account shall end coincident with the first regularly scheduled meter-read date on or after the first day of the month in the End Date. We shall not be held liable if the actual enrollment date or cancellation date for any Account is not exactly consistent with its LDC meter-read date for the Account. We shall employ Our best efforts to enroll each Account at the start of the Term, and You shall employ Your best efforts to cooperate with Our efforts to enroll each Account, including, but not limited to, You providing Us with a copy of an electricity bill prepared by Your LDC for each Account within the fifty (50) days before Our request. We shall not be held liable for not enrolling any Account if such failure was due to any cause beyond Our control. If following termination of this Agreement or conclusion of the Term (whether in whole or in part), for any reason, some or all of the Account(s) remain on Our service, We may continue to service such Account(s) on Our month-to-month Non-Indexed Variable Rate (“Automatic Extension Term”). Either Party may choose to terminate any Account during the Automatic Extension Term at any time in its discretion and You shall provide Us written notice or cause the LDC to provide Us with notice of any such request You have, at which time We will drop each Account as of the next available scheduled LDC meter-read date to the then-applicable tariff service, whether default service or otherwise. We shall not be held liable for not dropping any Account if such failure was due to any cause beyond Our control.

5. EARLY TERMINATION FEE. The Early Termination Fee (ETF) for each Account shall be calculated solely by Us, in a commercially reasonable

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manner, as the positive dollar amount, if any, of [the Contract Price less the market price of serving the Account for the remainder of the Term from its effective date of termination] multiplied by [Your expected KWH use for the remainder of the Term from the effective date of termination for the Account (based on Your Historic KWH Usage or Our commercially reasonable forecast)]. In addition to any ETF, You shall reimburse Us for any reasonable costs We incur in collecting amounts You owe under this Agreement, including but not limited to attorneys' fees, expenses, and court costs. You are still responsible for paying Us any undisputed amounts due and owing whether invoiced or not for electricity supplied prior to the effective date of termination of this Agreement.

6. TERMINATION BY CUSTOMER. You may terminate this Agreement, in whole or as relating to any single Account that is included in this Agreement, by providing thirty (30) days' written notice to FPP setting forth the reasons for such termination. In the event that You terminate this Agreement before the conclusion of the Term, You shall pay the applicable ETF to Us. You may terminate this Agreement before the conclusion of the Term without paying an ETF if We are in default of any of Our material obligations under this Agreement, You provide Us written notice of such default, and such default continues for forty-five (45) days after We receive written notice from You. You shall remain responsible for payment of all outstanding and undisputed charges for electricity delivered and service rendered before the effective date of termination of this Agreement.

7. TERMINATION BY FPP. FPP reserves the right to terminate service under this Agreement and invoice you the ETF if You default under this Agreement. You are in default if You (a) fail to pay Us all amounts due within twenty (20) days of the date on the invoice ("Non-payment") unless such failure is excused by Us or due to a Force Majeure event; (b) have made or make any warranty or representation to FPP that is, at any applicable time, intentionally false or misleading; (c)(i) make an assignment for the benefit of creditors, (ii) file a petition or otherwise authorize the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors or have such petition filed against You, (iii) otherwise become bankrupt or insolvent, or (iv) are unable to pay Your debts as they fall due; (d) fail to provide Us with Financial Assurance under Section 12, Assurances; (e) enter into a merger with, or sell all or substantially all of Your assets to, another entity that fails to assume Your obligations under this Agreement; (f) are in any other material default of any of Your obligations under this Agreement; (g) have, on two or more occasions, defaulted during this Agreement without the prior written consent of FPP, regardless of whether such default was remedied or not; or (h) have been removed from LDC Consolidated for any reason. We shall provide You written notice if You default under this Agreement, at which time You have fifteen (15) days to remedy such default. FPP may cancel this Agreement even if a breach under this section is cured by the Customer. If this Agreement is terminated pursuant to Section 3 FPP may, in its sole discretion, cancel this Agreement after providing You at least thirty (30) days' written notice.

8. INFORMATION AUTHORIZATION. You authorize Us to obtain and review information regarding Your credit history, including but not limited to information on file with credit-reporting agencies or otherwise. You authorize Us to obtain and review information pertaining to the Account(s) from the LDC, which includes but is not limited to electricity account number, phone number, address, meter-read dates, service data, rate-class data, electric consumption history, billing determinants, and payment history. You authorize Us to obtain copies of current and historical electric bills pertaining to the Account(s) directly from the LDC for a period of up to six (6) months after the Term or Automatic Extension Term, whichever is greater, and We may use such information to determine whether to begin or to continue to provide You with energy supply service and to bill and collect monies owed to Us. You authorize Us to obtain copies of tax-exempt forms pertaining to the Account(s) directly from the LDC for a period of up to thirty-six (36) months after the Term or Automatic Extension Term, whichever is greater. Except as required by law, including but not limited to the Maine Freedom of Access Act (FOAA), 1 M.R.S. §§ 401 et seq, both Parties will keep all information regarding

this Agreement and the other Party confidential; provided, however, We may share some information with Your current sales partners, including, but not limited to, meter-read dates, payment history, and electric consumption history. The Parties acknowledge that this Agreement is a public record within the meaning of FOAA, 1 M.R.S. § 402(3).

9. ASSIGNMENT. This Agreement shall extend to and be binding upon Our respective successors and permitted assignees; provided, however, that You may not assign this Agreement without Our prior written consent, which shall not be unreasonably withheld. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, We may assign Our rights and obligations hereunder to an affiliate of FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or a party with the legal ability to supply electricity and as long as such assignee is capable of performing FPP's obligations hereunder. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligations hereunder.

10. CHANGE IN LAW. This Agreement is subject to all present and future valid and applicable Laws. In the event of a Change in Law, We may approach You to request and negotiate a contract amendment in order to pass through or allocate, as the case may be, the reasonable economic effects of such change(s) by (a) issuing You a separate monthly invoice for the cost(s), (b) changing Your rate for the remainder of the Term to a rate that covers the economic effects of the Change in Law(s), or (c) listing such cost(s) as a separate line item on Your monthly invoice. For the purposes of clarity, a Change in Law shall not include changes in ISO capacity cost allocations when such changes were not the direct result of a specific change in the ISO tariff. FPP will provide at least thirty (30) days' written notice to You of the intention to invoice You for any economic effects as described herein and upon request, FPP will provide You with the calculations used to determine the economic effects that FPP intends to invoice. Neither Party shall be obligated to perform under this Agreement if a Change in Law renders that Party's performance illegal or impossible to perform.

11. CONTACT INFORMATION. You may reach Us by (a) phone at (888) 875-1711, (b) email at enroll@firstpointpower.com, or (c) mail at 2000 Chapel View Blvd., Ste. 450, Cranston, RI 02920. Our website is www.FirstPointPower.com. You agree to accept notices in electronic format. Should You wish to change Your preferred method of communication, You agree to submit such request to Us in writing. For emergencies, outages, and equipment service, contact Your LDC by means outlined here: Central Maine Power Company at 1-800-565-3181; Emera Incorporated at 1-855-363-7211.

12. DISPUTE RESOLUTION. In the event of a disagreement involving the terms of this Agreement, the Parties will use best efforts to resolve the dispute and shall use commercially reasonable means to mitigate its effects. If You have a good faith dispute regarding a bill, You shall pay the undisputed amount of the bill by the applicable due date and You shall contact Us in writing regarding the disputed bill, stating the reason for the dispute. If You do not notify Us in writing of a disputed bill within 90 days after the due date, the dispute is deemed waived.

13. FORCE MAJEURE. Neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" refers to occurrences beyond a Party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or Your LDC that result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder. The affected Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure

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relied upon and use commercially reasonable efforts to resume performance hereunder.

14. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT. THE REMEDY IN ANY CLAIM OR SUIT ARISING OUT OF THIS AGREEMENT WILL BE LIMITED SOLELY TO DIRECT ACTUAL DAMAGES, PROVIDED THAT IN NO EVENT SHALL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE DIFFERENCE BETWEEN THE REASONABLE PRICE OF REPLACING ANY UNDELIVERED ELECTRICITY AND THE PRICE OF ELECTRICITY UNDER THIS AGREEMENT. OUR LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR AVERAGE MONTHLY INVOICE FOR ELECTRICITY SUPPLY SERVICE FOR THE ACCOUNT(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING TERMINATION OF THIS AGREEMENT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO INITIATE OR BECOME PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT, OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

15. WARRANTIES. You warrant and represent (a) that no Account supplied under this Agreement is a Residential Account or a Small Commercial Account; (b) if You are a city, town, or municipality, You are a duly authorized representative, and all persons required to be signatories to or otherwise execute this Agreement under the laws of the city, town, or municipality have executed and are authorized to execute this Agreement in accordance with such laws; (c) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by You or, to Your knowledge, threatened against You or any Account; (d) there will be no Customer Change defined as a reduction or increase in your KWH usage during the term of this Agreement of greater than 25% compared to Your Historic KWH Usage for three or more consecutive months; and (e) there will be no material change to the characteristics of any or all the Account(s).

16. MISCELLANEOUS. This Agreement sets forth the entire agreement between the Parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by authorized representatives of both Parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver, and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. The Parties acknowledge and agree that this Agreement is a “forward contract” and that they are “forward contract merchants” within the meaning of the United States Bankruptcy Code. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department. No delay or failure by either Party in enforcing any part of this Agreement shall be deemed a waiver of any of that Party’s rights or remedies. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. This Agreement and all matters arising out of or relating to

it shall be governed and construed in accordance with the laws in which any Account is located, without regard to any conflict-of-law principle that directs the application of another jurisdiction’s laws. If the matter at issue involves Accounts or matters in more than one state, the governing jurisdiction and venue shall be deemed to be Maine.

17. NOTICE OF OPT-OUT FEE FOR MEDIUM AND LARGE CUSTOMERS. Your termination of standard offer service (if applicable) may require the payment of a fee, as required by Chapter 301 of the ME PUC’s rules. This is a regulatory fee, and it is not imposed by competitive electricity providers. You are encouraged to review the applicability of Chapter 301 in advance of accepting service from a competitive electricity provider.

18. ENVIRONMENTAL DISCLOSURE STATEMENT. You can find our Environmental Disclosure Label on our website, www.FirstPointPower.com.

19. DISCLOSURE OF RISKS AND COSTS ASSOCIATED WITH REAL-TIME, INDEXED, OR VARIABLE ELECTRICITY PRODUCTS. Maine regulations require that electricity suppliers, brokers, and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or any energy price index.

Volatility Risk: Electricity Prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather, and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

Customer Initials D

ATTACHMENT A - Account Addendum

<u>Account Name</u>	<u>Account #</u>	<u>Meter #</u>	<u>Est. Start Date</u>	<u>Utility</u>	<u>Lo</u>
Corrections Service Center	030010972161	G052079073	15-Dec-24	Central Maine Power	
State of Maine Division of Purchases	030013034878	G093503646	11-Dec-24	Central Maine Power	
Corrections Service Center	035013985862	AB03890883	26-Dec-24	Central Maine Power	
Corrections Service Center	035013985862	AB07683396	28-Dec-24	Central Maine Power	
General Government Service Center	035014554071	PS00045762	18-Dec-24	Central Maine Power	
General Government Service Center	035014554071	UNMETERED	18-Dec-24	Central Maine Power	
Security and Employment Service Center	10009523	005371192	29-Dec-24	Versant Power	
Security and Employment Service Center	10009523	005633145	31-Dec-24	Versant Power	

D



ADDENDUM TO ELECTRICITY SALES AGREEMENT

This Addendum (the "Addendum"), with a date of 05/16/2024 (the "Effective Date"), is made to that certain Electricity Sales Agreement (the "Agreement"), dated 05/16/2024, between First Point Power, LLC ("FPP") and State of Maine ("Customer"). The definitions and provisions contained in the Agreement govern this Addendum except as expressly modified below. FPP and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

- 1) The language in Section 1.A. of this Addendum is added to the Agreement.
a. ADD/DELETE ACCOUNTS. At your request and in Our commercially reasonable ability to do so, without penalty to either Party, We may enroll or cancel service for electricity accounts to reflect new load, the closure of a building, or termination of an Account with the LDC, provided that: (i) the total net aggregate KWH usage of the Account(s), inclusive of applicable Accounts added to the Agreement and/or applicable canceled Account(s), does not change by more than five percent (5%) of Your Historic KWH Usage; and (ii) as determined by FPP in a commercially reasonable matter, the cost to serve or cancel applicable electricity account(s) is not materially higher than that of the Account(s) listed in Attachment A – Accounts.
2) Except as expressly amended by this Addendum, all other terms and conditions of the Agreement remain unchanged and are hereby ratified and confirmed.
3) This Addendum represents the entire agreement of the Parties hereto with respect to the subject matter hereof, and there are no promises, undertakings, covenants, representations or warranties by the Parties hereto relative to the subject matter hereof not expressly set forth or referred to herein.
4) Each Party to this Addendum represents and warrants that it has full and complete authority to enter into this Addendum. Each person who executes this Addendum on behalf of a party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.
5) This Addendum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, each Party has caused its duly authorized officer to execute and deliver this Addendum which shall be effective as of the Effective Date.

By:
Customer: State of Maine
Signatory Name: David.Morris
Signature: David.Morris
Title: Acting Chief Procurement Officer
Date: May 16 2024 12:01 PDT

By:
Supplier Name: First Point Power, LLC
Signatory Name: Peter Schieffelin
Signature: Peter Schieffelin
Title: CEO
Date: 05/16/2024