**AMENDMENT No. [X]**

**OF**

**POWER SALES AGREEMENT**

This Amendment No. [X] (“Amendment No. [X]”), dated and effective as of **June 8, 2023** (the “Effective Date”), amends the Power Sales Agreement, dated [DATE] (the “Agreement”) between UNITIL ENERGY SYSTEMS, INC. (“Buyer”) and [COMPANY NAME] (“Seller”) (collectively, the “Parties”).

Notwithstanding Article 21(d) of the Agreement or anything else to the contrary in either this Amendment No. [X] or the Agreement, the Parties’ obligations under this Amendment No. [X] are subject to Buyer obtaining approval from the NHPUC of the inclusion in retail rates of the amounts payable by Buyer to Seller under this Amendment No. [X], without material modification to the obligations of either Party under this Amendment No. [X]. Buyer shall use its best efforts to obtain prompt approval of such rates. If Buyer is unable to obtain NHPUC approval by **June 16, 2023**, Buyer and Seller agree to review the status of such approval process and determine whether to continue to pursue the transaction contemplated in this Amendment No. [X]. If the Parties cannot agree as to how to continue such transaction, this Amendment No. [X] shall terminate and be null and void without liability to either Party.

Buyer shall bear the cost of the NHPUC filing described above except for any costs associated with Seller’s intervention. Buyer shall request that the NHPUC give confidential treatment to the terms of this Amendment No. [X], which is the result of a competitive solicitation held by Buyer.

The Parties hereby agree to further amend the Agreement as follows:

1. Appendix A is amended as attached hereto. The amendment adds a new section reflecting the results of the RFP issued by Buyer on May 9th, 2023.

2. Appendix B is amended as attached hereto. The amendment adds pricing associated with the results of the RFP issued by Buyer on May 9, 2023.

3. Appendix B indicates that the prices listed for the Large Customer Group are Fixed Monthly Adders, therefore the Contract Rate will be calculated as the sum of the Average Weighted RT LMP and the Fixed Monthly Adder as shown in Equation 1. The Average Weighted RT LMP is calculated in accordance with Equation 2.

Equation 1

The Average Weighted RT LMP shall be calculated using the MWH of Delivered Energy reported for the Large Customer Group default service load asset, Load Asset number 10019, and the hourly real time locational marginal prices (“RT LMP”) for the settlement location of Load Asset 10019, which is currently the New Hampshire Load Zone (4002). The Average Weighted RT LMP equals the sum of the products of the RT LMP and the Delivered Energy (MWH) of Load Asset 10019 in each hour of the month of service, divided by the sum of Delivered Energy (MWH) of Load Asset 10019 for the month of service, as shown in Equation 2.

Equation 2

The Large Customer Group prices listed in Appendix B are Fixed Monthly Adders requiring the Contract Rate to be calculated as described in Equation 1 and Equation 2, and the Contract Rate will be determined and affirmed by both Buyer and Seller by the third business day following the month of service. Once agreed upon, the Contract Rate for the month of service shall be final and shall not be subject to change in the event that either the New Hampshire RT LMP or the Delivered Energy (MWH) of Load Asset 10019 are subsequently revised or restated.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Amendment No. [X] to the Agreement effective as of the Effective Date.

**Unitil Energy Systems, Inc.**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Robert S. Furino

Vice President

**[Seller]**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# APPENDIX A

#### Service Requirements Matrix

By Service Requirement, Load Asset Name and ID, Load Responsibility,

and Applicable Period

[List All Active Transactions]

##### For service pursuant to Buyer’s RFP issued on **May 9, 2023**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service Requirement | Load Asset Name and ID | Load Responsibility | Schedule 1 | Schedule 2 |
| UES Small Default Load | Small Customer Group, 11451 | 100% | August 1, 2023 | January 31, 2024 |
| UES Medium Default Load | Medium Customer Group, 11452 | 100% | August 1, 2023 | January 31, 2024 |
| UES Large Customer Group | UES Large Default Load, 10019 | 100% | August 1, 2023 | January 31, 2024 |

# APPENDIX B

#### Monthly Contract Rate by Service Requirement

Dollars per MWh

##### For service pursuant to Buyer’s RFP issued on **May 9, 2023**

[List All Active Transactions]

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Service Requirement | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 |
| 100% UES Small Customer Group (6 months) |  |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Service Requirement | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 |
| 100% UES Medium Customer Group (6 months) |  |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| *The following are Fixed Monthly Adders.*  *Please refer to Section 5.1 for calculation of Contract Rate* | | | | | | |
| Service Requirement | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 |
| 100% UES Large Customer Group (6 months) |  |  |  |  |  |  |