AMENDMENT No. [X]

OF

POWER SALES AGREEMENT

This Amendment No. [X] (“Amendment No. [X]”), dated and effective as of **December 4, 2024** (the “Effective Date”), amends the Power Supply Agreement, dated [DATE] (the “Agreement”) between Fitchburg Gas and Electric Light Company (“FG&E” or “Buyer”) and [SELLER] (“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 Massachusetts Department of Public Utilities (“MDPU”) 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 MDPU approval by **December 13, 2024**, 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.

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 November 5, 2024.

2. Appendix B is amended as attached hereto. The amendment adds pricing associated with the results of the RFP issued by Buyer on November 5, 2024.

3. [as applicable] Appendix B indicates that the prices listed for the Small and Medium 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 Small and/or Medium Customer Group default service load assets, and the hourly real time locational marginal prices (“RT LMP”) for the settlement location of the Load Assets, which is the WCMA Load Zone (4007). The Average Weighted RT LMP equals the sum of the products of the RT LMP and the Delivered Energy (MWH) of the Load Assets in each hour of the month of service, divided by the sum of Delivered Energy (MWH) of the Load Asset

Equation 2

The Small and/or Medium 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 WCMA RT LMP or the Delivered Energy (MWH) of the Load Assets 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.

**Fitchburg Gas and Electric Light Company**

BY:

Joseph Conneely

Vice President

**[Seller]**

BY:

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

APPENDIX A

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

Applicable Period

[List active prior transactions]

Pursuant to Buyer’s RFP Issued on **November 5, 2024**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service Requirement | Load Asset ID | Load Responsibility | Schedule 1 | Schedule 2 |
| FGE DEFAULT SERVICE  SMALL LOAD | 1737 | 50% | February 1, 2025 | January 31, 2026 |
| FGE DEFAULT SERVICE  MEDIUM LOAD | 10693 | 50% | February 1, 2025 | January 31, 2026 |

APPENDIX B

Monthly Contract Rate by Service Requirement

Dollars per MWh

[List active prior transactions]

Pursuant to Buyer’s RFP Issued on **November 5, 2024**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Service Requirement | Feb 2025 | Mar 2025 | Apr 2025 | May 2025 | Jun 2025 | Jul 2025 |
| 50% Small Customer Group (12 months)  Asset ID 1737 |  |  |  |  |  |  |
| Aug 2025 | Sep 2025 | Oct 2025 | Nov 2025 | Dec 2025 | Jan 2026 |
|  |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Service Requirement | Feb 2025 | Mar 2025 | Apr 2025 | May 2025 | Jun 2025 | Jul 2025 |
| 50% Medium Customer Group (12 months)  Asset ID 10693 |  |  |  |  |  |  |
| Aug 2025 | Sep 2025 | Oct 2025 | Nov 2025 | Dec 2025 | Jan 2026 |
|  |  |  |  |  |  |