FIRST POINT POWER

CONNECTICUT – LARGE C&I
LICENSE # 15-05-04

ELECTRICITY SALES AGREEMENT

Date: 8/31/2023

Marketer Name: [redacted]

This Electricity Sales Agreement ("ESA"), upon execution is a legally binding contract between [redacted] ("Customer"), and **First Point Power, LLC** ("FPP"), a nonregulated power producer registered by the PURA, and shall incorporate Attachment A – Accounts and shall be subject to the Terms of Service 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: [redacted]
Address: [redacted]
Address 2:
City: [redacted]
State: [redacted] **Zip:** [redacted]
Email (required): [redacted]
Phone: [redacted]

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 $ [redacted] 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
ISO Fuel Security Costs	Included

3. **BILLING TYPE.** The billing type is LDC Consolidated.

4. **TAX STATUS.** ○ Tax Exempt ○ Account Dependent ☒ Taxable
FPP will consider all accounts taxable unless and until a valid certification of tax-exempt status is provided. We reserve the right to collect appropriate Taxes for periods lacking proof of exemption.

5. **TERM.** The Start Date is [redacted] (mm/yyyy) and the End Date is [redacted] (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.

6. **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 and prepared to assume all risks.

By:
Customer: [redacted]
Signatory Name: [redacted]
Signature: [redacted]
Title: [redacted]
Date: 8/31/23

By:
Supplier Name: First Point Power, LLC
Signatory Name: Peter Schieffelin
Signature: [signature]
Title: CEO
Date: 8/31/2023

FIRST POINT POWER

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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 or 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 PURA or applicable LDC tariffs as not residential, which may include individual "mixed meter" accounts that are metered as residential or small commercial but are incidental to a commercial account. **"ESA"** means the Electricity Sales Agreement executed under this Agreement. **"ETF"** means an early termination fee 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 pre-payment 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 Fuel Security Costs"** means any costs associated with ISO's cost-of-service mechanism to ensure fuel security as initially approved by FERC in Docket ER18-2364 on 12/3/2018, and as modified thereafter. **"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 practices 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. **"Non-Indexed Variable Rate"** is a non-indexed rate, which may fluctuate each month, and has no cap or limit in its variation month to month. **"PURA"** means the Public Utilities Regulatory Authority. **"Residential Account"** means an Account classified by the PURA or applicable LDC tariffs as residential and is not a "mixed meter" incidental to a commercial account.

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 Your LDC's standard service, whether default service or otherwise. If We bill You separately ("Dual Billing") for Our charges, payment is due within fifteen (15) days of the date on the invoice, and if payment is not received within such fifteen (15)–day period, it is considered late. For Dual Billing, late payments or partial payment balances will be subject to a late fee of 2.00% per month, or the maximum rate allowable by law, whichever is less. Under LDC Consolidated, a late payment charge will be assessed at the same rate and in the same manner that Your LDC applies late payment charges to its unpaid charges. You shall reimburse FPP for any costs We incur in collecting monies owed to Us by You, including but not limited to attorneys' fees, expenses, and court costs. You are still responsible for paying all applicable taxes and all applicable LDC charges, including, but not limited to, transmission and distribution charges. We shall charge, and You shall be responsible for, any applicable taxes unless and until You provide Us proper and complete proof of tax exempt status. 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.

3. **CUSTOMER PARAMETERS.** The Contract Price specified in the Agreement is conditioned on Your representation that (a) 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) Your KWH usage during this Agreement compared to Your Historic KWH Usage 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, (d) issue You a separate monthly invoice for the economic effects of the foregoing, (e) change Your rate for the remainder of the Term to a rate that covers the economic effects of the foregoing, or (f) list such costs as a separate line item on Your monthly 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 of 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 of the End Date. We shall not be held liable if the actual enrollment date or effective 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, Your 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 within its discretion and You shall provide Us written 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.

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5. EARLY TERMINATION FEE. The Early Termination Fee (ETF) for each Account shall be calculated solely by Us, in a commercially reasonable 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 costs We incur in collecting amounts You owe under this Agreement, including but not limited to attorneys' fees, expenses, and court costs. There is no cap or limit in how high an ETF may be. You are responsible for paying Us any amounts due and owing whether invoiced or not.

6. TERMINATION BY CUSTOMER. You may terminate this Agreement, in whole or as relating to any single Account 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"); (b) have made or make any warranty or representation to FPP that is, at any applicable time, 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 or if there is a Change in Law, FPP may, in its sole discretion, cancel this Agreement after providing You at least ten (10) 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. Both Parties will keep all information regarding this Agreement and the other Party confidential, provided, however, We may share some information with our sales partners, including, but not limited, to meter-read dates, payment history, and electric consumption history.

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. 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, in Our sole discretion, pass through or allocate, as the case may be, the 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.

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 electronic notices. 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: Eversource (CL&P) at 800-286-2000; or United Illuminating at 800-722-5584.

12. ASSURANCES. If at any time during the Agreement (a) FPP has reasonable basis to believe Your creditworthiness or Your ability to perform Your obligations under this Agreement have become unsatisfactory or (b) any Financial Assurance held by Us has, in Our reasonable discretion, become unsatisfactory, We shall be entitled to request that You provide Us with Financial Assurance (including replacement or additional replacement Financial Assurance) and You shall have five (5) business days from such request to provide Us with the requested Financial Assurance. The posting or amount of any Financial Assurance hereunder shall be subject to any applicable Laws and any limitations imposed by such Laws.

13. 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. You shall contact Us in writing regarding any disputed bill, stating the reason

for the dispute, within twenty (20) days of receiving the bill, and You agree to pay the undisputed portion of the bill. If You do not notify Us in writing of a disputed bill within 60 days after the due date, the dispute is deemed waived.

14. **FORCE MAJEURE.** Except for Your obligation to make payments when due, 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 the 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 relied upon and use commercially reasonable efforts to resume performance hereunder.

15. **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 solely limited 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 a trial by jury or 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.

16. **WARRANTIES.** You warrant and represent that (a) no Account supplied under this Agreement is a Residential 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 material change in Your KWH usage during this Agreement compared to Your Historic KWH Usage; and (e) there will be no material change to the characteristics of any or all the Account(s).

17. **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. Each Party will indemnify, defend, and hold harmless the other Party, its officers, agents, and employees, from any claims, damages and actions of any kind arising from personal injury, including, without limitation, death, tangible property damage, and any other damages, arising from or out of any event, circumstance, act, or incident occurring or existing with respect to the electricity provided pursuant to this Agreement that the indemnifying Party caused due to its negligence, willful misconduct, or any action or inaction that gives rise to any liability. No delay or failure by Us in enforcing any part of this Agreement shall be deemed a waiver of any of Our 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 Rhode Island.

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

FIRST POINT POWER

ATTACHMENT A - Account Addendum

Account Name	Account #	Meter #	Est. Start Date	Utility	Load Zone	Rate Code	Est. Annual kWh
[redacted]	[redacted]	[redacted]	8-Oct-23	Eversource - CT (CL&P)	Connecticut	030	51,956