

Demand Response Order Form

Provider:

Enel X North America, Inc.
101 Seaport Boulevard, 12th Floor
Boston, MA 02210

Customer:

Pawtucket Water Supply Board
Chris Collins

Order Form #: 00408609.0
Order Effective Date: 12/1/2023
Order Expiration Date: 5/31/2029

Name:
DR Payment Contact:

DR Payment Address: 85 Branch Street
Pawtucket, RI 02860

This Order Form (this "Order Form"), made by and between the provider identified above ("Provider") and the customer identified above ("Customer"), is subject to and governed by Provider's: (i) applicable program rule attachment(s) attached hereto (each a "PRA") for the demand response solutions (the "Solutions"), and (ii) general terms and conditions available at <https://www.enelx.com/n-a/terms-and-conditions-1.4-order-form-US.pdf> ("Terms and Conditions"), which are hereby incorporated by reference. Provider and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this Order Form.

Demand Response Program	Zone	Aggregate Anticipated Capacity (kW)	Aggregate Anticipated Capacity (kW) Summer	Aggregate Anticipated Capacity (kW) Winter	Capacity Payment Rate	Energy Payment Rate
ISO-NE 30 Minute Demand Response	Rhode Island	N/A	700	500	70%	70%
Rhode Island Energy Demand Response Program	N/A	900	N/A	N/A	70%	N/A

Demand Response Terms:

- Term.** The term of this Order Form shall commence on the Order Effective Date and continue until the later of (i) the Order Expiration Date ("Initial Order Term") or (ii) the expiration of the last Program Period (as defined in the PRA) then in effect; provided that this Order Form shall automatically renew for successive terms equal in duration to the Initial Order Term (each a "Renewal Order Term" and collectively with the Initial Order Term, the "Order Term") unless either Party gives the other Party written notice of non-renewal at least one hundred and eighty (180) days' prior to the expiration of the Initial Order Term or any Renewal Order Term, as applicable.
- Demand Response Solutions.** The Parties understand that the "Anticipated Capacity" value set forth on this Order Form is solely the Parties' best estimate of performance and does not necessarily represent the Customer's Accepted Capacity (as defined in the applicable PRA incorporated by reference).
- Demand Response Payments.** Subject to this section of the Order Form, Provider shall pay Customer in accordance with the applicable PRA for any Customer site address(es) that are enrolled in a demand response program. Provider shall make any payment(s) to Customer via Automated Clearing House ("ACH"). Customer shall provide all necessary ACH banking information following Provider's request, and Customer will notify Provider promptly upon any change to the DR Payment Contact information identified above. Unless otherwise indicated on the applicable PRA, any reference to a payment "%" shall mean (i) the capacity payment rate identified on this Order Form as a percent of the price obtained by Provider for the applicable demand response program and/or product, and (ii) the energy payment rate identified on this Order Form as a percent of the energy payments available to Provider.

Provider

Signature: _____

Name: _____

Title: _____

Customer

Signature: _____

Name: _____

Title: _____

DocuSigned by:



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Chris Collins

Source Water Manager

Site Address Attachment

The following reflects current estimates provided by Customer, which, may change during the Order Term. Provider reserves the right to amend the Site Address Attachment by providing written notice to Customer and with no further act required by Provider or Customer.

Site Address	Demand Response Program	Anticipated Capacity (kW)	Anticipated Capacity (kW) Summer	Anticipated Capacity (kW) Winter	Ongoing Compliance Site
85 Branch Street Pawtucket, RI 02860	ISO-NE 30 Minute Demand Response	N/A	700	500	Ongoing Compliance Site
	Rhode Island Energy Demand Response Program	900	N/A	N/A	Ongoing Compliance Site

Program Rule Attachment ISO-NE 30 Minute Demand Response

1. **Program Description.** Provider shall enroll and manage Customer's Accepted Capacity (as defined below) in one or more demand response programs in New England (each a "DRP", and collectively, the "New England Program"). The New England Program enables Customer to receive recurring payments for being available and reducing electricity consumption when called upon by Provider to do so.
2. **Program Enrollment.** Customer authorizes Provider to enroll Customer in any DRP at any time during the Order Term. Customer has the ability and intent to respond to demand response events called by Provider ("Demand Response Events") during the program period ("Program Period") for the New England Program. From time to time, Provider may send Customer an enrollment notification email that confirms the DRP in which Customer will be enrolled and that sets forth any additional relevant terms.
3. **Program Rules.** The terms and conditions applicable to the New England Program are summarized in the table below:

<i>Program Availability</i>	The New England Program is in effect three hundred sixty five (365) days a year, twenty-four (24) hours a day, and seven (7) days a week, as needed.
<i>Program Period</i>	The Program Period runs from June 1st to May 31st and consists of the period from December 1st through March 31st (the "Winter Season") and all other months of a calendar year (the "Summer Season"). The period from December 1st through January 31st of the Winter Season is designated as the "Peak Winter Period", while the period from June 1st through August 31st of the Summer Season is designated as the "Peak Summer Period".
<i>Event Trigger</i>	Provider will initiate Demand Response Events when dispatched by the grid operator to provide load reduction, which may occur in the event that either: (a) system reliability is threatened, or; (b) energy market pricing exceeds either \$999/MWh or Customer's declared cost to curtail (if less than \$999/MWh). Customer will declare its current cost to curtail prior to enrollment in the Program. Customer may update this declared amount at any time upon written notice to Provider, and, for the purposes of this Program Rule Attachment, such updated declared amount will take effect forty-eight (48) hours after Provider's receipt of such updated information.
<i>Advanced Notification</i>	Customers are expected to respond to a Demand Response Event within thirty (30) minutes of receipt of a dispatch notification from Provider.
<i>Event Frequency & Duration</i>	Each Demand Response Event will last for a minimum of sixty (60) minutes. There will be no more than two (2) Demand Response Events per calendar day.
<i>Testing Requirement</i>	If no Demand Response Events occur during the Winter Season or Summer Season, Provider may call one (1), one-hour test event (a "Test Event") during the respective season to confirm Accepted Capacity.
<i>Availability Reporting</i>	Customer shall provide written notice to Provider of any unavailability to respond to a Demand Response Event by noon (12 PM) EST on the day prior to the start of such unavailability. Customer's written notice shall include the expected duration of unavailability.

The foregoing table reflects the current terms and conditions of the New England Program, which terms and conditions may be amended by Provider from time to time by providing email notice to Customer with no further act required by Provider or Customer.

4. **Customer Capacity.**

- a. **Accepted Capacity.** "Accepted Capacity" shall represent the best estimate of Customer's performance based on analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by Provider in the future to reflect actual performance, changes in facility operations, DRP terms and conditions, and regulations and/or other relevant information, including availability of capacity. Accepted Capacity will apply for the Program Period and Provider will notify Customer of any changes to Accepted Capacity as required in the terms and conditions of the New England Program or the applicable DRP.
- b. **Delivered Capacity.** "Delivered Capacity" shall be defined as the average difference between the measured energy demand (in kW) and baseline energy usage over each hourly interval of a Demand Response Event and/or Test Event as measured by Provider's site server ("ESS"). Delivered Capacity is calculated on a monthly basis based on all Demand Response Event and Test Event hours during that month; provided, however, that Delivered Capacity may be further adjusted based on Customer's average performance in the Peak Summer Period and Peak Winter Period. Delivered Capacity in a given month will be calculated up to 125% of Accepted Capacity for such month, in accordance with the terms and conditions of the New England Program or the applicable DRP, and as measured by the ESS.

5. Payments.

a. *Payments to Customer.*

- i. **Capacity Payments.** Provider will pay Customer a Capacity Payment Rate equal to (1) either (A) a fixed rate (\$/kW-month) if a fixed rate is specified in the Order Form under "Capacity Payment Rate" or (B) a percent of the then-current New England Forward Capacity Auction (FCA) market rate if a percentage is specified in the Order Form under "Capacity Payment Rate" multiplied by (2) either (A) Customer's Accepted Capacity if no Demand Response Events or Test Events have been initiated, or (B) Customer's Delivered Capacity following a Demand Response Event or a Test Event.
 - ii. **Energy Payments.** In months when one (1) or more Demand Response Events are called, Provider will pay Customer an Energy Payment Rate in connection with Customer responding to a Demand Response Event when notified by Provider; provided, however, that the Energy Payment Rate will not exceed the locational marginal price applicable to a particular Demand Response Event.
 - iii. **Payment Cap.** Provider may, at its discretion, remove the minimum and maximum caps outlined in Section 4(b) above for a single Demand Response Event or Test Event on a case-by-case basis.
 - iv. **Underperformance.** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect Accepted Capacity or Delivered Capacity.
- b. **Payment Timing.** Provider shall make all payments associated with Customer's participation in the New England Program to Customer on a quarterly basis, and such payments shall be made within forty-five (45) days of Provider's receipt of total payment from the utility or grid operator of the applicable DRP.

Program Rule Attachment Rhode Island Energy – Utility Demand Response

1. **Program Description.** Provider shall enroll and manage Customer's Accepted Capacity (as defined below) in the Rhode Island Energy Program in the State of Rhode Island (the "Rhode Island Energy Program"). The Rhode Island Energy Program enables Customer to receive recurring payments for being available and reducing electricity consumption when called upon by Provider to do so.
2. **Program Enrollment.** Customer has the ability and intent to respond to demand response events called by Provider ("Demand Response Events") during the program period ("Program Period") for the Rhode Island Energy Program.
3. **Program Rules.** The terms and conditions applicable to the Rhode Island Energy Program are summarized in the table below:

<i>Program Availability</i>	<p>Customer has the intent and ability to respond to demand response events called by Provider. The program consists of two demand response programs, Targeted Dispatch and Daily Dispatch.</p> <p>The Program Period lasts from June 1st through September 30th.</p> <p>Targeted Dispatch Demand Response Events may occur on non-holiday weekdays from 2:00 pm to 7:00 pm during the Program Period.</p> <p>Daily Dispatch Demand Response Events may occur on weekdays, weekends, and holidays from 2:00 pm to 7:00 pm during the Program Period.</p>
<i>Event Trigger</i>	Rhode Island Energy will initiate Demand Response Events during the Program Period to reduce utility load during ISO-NE system peak hour.
<i>Advanced Notification</i>	Provider will use commercially reasonable efforts to provide the Customer day-ahead advance notice of dispatch.
<i>Event Frequency & Duration</i>	<p>Targeted Dispatch Each Targeted Dispatch Demand Response Event will last for three (3) hours. A maximum of twenty-four (24) hours total of Demand Response Events may be called during each Program Period.</p> <p>Daily Dispatch Each Daily Dispatch Demand Response Event will last for two (2) to three (3) hours. A maximum of one hundred and eighty (180) hours total of Demand Response Events may be called during each Program Period. Daily Dispatch events can be called during the same time as Targeted Dispatch events.</p>
<i>Testing Requirement</i>	If no Demand Response Events occur during the Program Period, Provider may call one (1), one-hour test event (a "Test Event") during the respective season to measure Customer's Delivered Capacity.

The foregoing table reflects the current terms and conditions of the Rhode Island Energy Program, which terms and conditions may be amended by Provider from time to time by providing email notice to Customer with no further act required by Provider or Customer.

Rhode Island Energy provides program materials ("Program Materials") at the following link: <https://www.rienergy.com/RIBusiness/Energy-Saving-Programs/ConnectedSolutions>. Rhode Island Energy's terms and conditions for Customer's participation in the Rhode Island Energy Program are included in the Program Materials.

4. **Customer Capacity.**
 - a. **Accepted Capacity.** "Accepted Capacity" shall represent the best estimate of Customer's performance based on analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by Provider in the future to reflect actual performance, changes in facility operations, Rhode Island Energy Program terms and conditions, and regulations and/or other relevant information, including availability of capacity. Accepted Capacity will apply for the Program Period and Provider will notify Customer of any changes to Accepted Capacity as

required in the terms and conditions of the Rhode Island Energy Program.

- b. **Delivered Capacity.** "Delivered Capacity" shall be defined as the average difference between the measured energy demand (in kW) and baseline energy usage over each hourly interval of a Demand Response Event and/or Test Event. Delivered Capacity is measured by the utility meter for a given Program Period based on all Demand Response Event and Test Event hours during such Program Period.

5. Payments.

a. Payments to Customer.

- i. **Capacity Payments.** Provider will pay Customer an amount equal to Customer's Capacity Payment Rate multiplied by either (i) Customer's Accepted Capacity if no Demand Response Events or Test Events have been initiated, or (ii) Customer's Delivered Capacity following a Demand Response Event or a Test Event.
- ii. **Underperformance.** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect Accepted Capacity or Delivered Capacity.

- b. **Payment Timing.** Provider shall make all payments associated with Customer's participation in the Rhode Island Energy Program to Customer at the end of the Program Period, and such payments shall be made within forty-five (45) days of Provider's receipt of total payment from the utility or grid operator, as applicable.

Ongoing Generator Compliance Addendum

This Ongoing Generator Compliance Addendum (the "Ongoing Generator Compliance Addendum") is appended to Order Form 00408609.0 (the "Order Form") and incorporated by reference therein. In the event of any inconsistency, ambiguity, or conflict between the Ongoing Generator Compliance Addendum and any PRA and/or the Order Form, this Ongoing Generator Compliance Addendum shall govern. Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the applicable Order Form or PRA. For the avoidance of doubt, this Ongoing Generator Compliance Addendum affects the rights and obligations of the Parties solely with respect to the Site Addresses that are identified as Ongoing Compliance Site(s) and, as applicable, Contributing Site(s).

1. Definitions.

- a. **Ongoing Compliance Site(s).** The "Ongoing Compliance Site(s)" refers to the Customer's Site Address(es) for which Provider will provide the Ongoing Generator Compliance (as such services are described in further detail herein), and as those Site Address(es) are identified as the Ongoing Compliance Site(s) on the Site Address Attachment of the Order Form.
- b. **Contributing Site(s).** The "Contributing Site(s)" are, as applicable, certain other Site Address(es), as identified by the Customer, for which Provider will retain Capacity Payments and/or Energy Payments that would otherwise be payable to Customer for the purpose of defraying the Ongoing Generator Compliance Costs, as described in greater detail herein and as identified as the Contributing Site(s) on the Site Address Attachment of the Order Form.
- c. **Enrollment Date.** For a given Site Address, the "Enrollment Date" for a given Program refers to the date specified in the Provider's enrollment e-mail to the Customer stating that the Site Address(es) listed on the Site Address Attachment is enrolled to participate in one or more specified Program.
- d. **Grid Operator.** The "Grid Operator" refers to, as applicable, the grid operator, independent system operator, regional transmission organization, and/or utility that administers the Program.
- e. **Reimbursement Term.** For a given Site Address, the "Reimbursement Term" shall commence as of the Enrollment Date and continue through the period of time identified in Schedule 1 ("Reimbursement Schedule"), and as may be adjusted from time to time pursuant to Section 3(b) below.

2. Ongoing Generator Compliance.

- a. Provider will provide certain compliance-related services that are required to comply with the Environmental Protection Agency regulations referred to as RICE NESHAP (40 CFR 63 Subpart ZZZZ), as such requirements exist as of the Order Effective Date, as more specifically described below (the "Ongoing Generator Compliance"):
 1. Provision of all paperwork and/or data required for permitting for the Ongoing Generator Compliance;
 2. Compliance with emissions standards, as such standards exist as of the Order Effective Date (federal, state, and local) during the Order Term, excluding engine failure issues, and;
 3. Notifications and recordkeeping, as more specifically described in romanettes (i)-(iii) below.
 - i. Pressure difference, where applicable, and temperature data is monitored and recorded, and will be made available via continuous parameter monitoring system. Annual Compliance Reporting (all engines >300 hp) which includes system deviation reports (semi-annually, if required) based on runtime records and/or monitoring data.
 - ii. Annual continuous parameter monitoring system performance evaluation (for engines >500 hp) which involves sixty (60) days' notice to the regulators. At the discretion of Provider (or its subcontractor(s)), a thermocouple swap may be performed; provided, however, that thermocouple swap (2 wires disconnected and removal of the thermocouple head and probe and installation of replacement thermocouple unit with 2 wires reconnected) will be performed by Customer's personnel using a replacement thermocouple unit provided by Provider (or its subcontractor(s)). Customer agrees that removed parts shall be return shipped to Provider (or its subcontractor) at Customer's sole expense.
 - iii. Development of Site-Specific Monitoring Plan (for engines >500 hp).

- b. Provider will manage the Ongoing Generator Compliance and pay the applicable subcontractors or other providers for the Ongoing Generator Compliance, subject to Customer's reimbursement (as described in Section 3) of the amount set forth in Schedule 1 (the "Ongoing Generator Compliance Costs"), and as adjusted pursuant to Section 3(b) below ("Project Cost Adjustments"). Except as set forth in Section 3(b) below, in no event will Provider be required to incur costs in excess of the amount set forth Schedule 1 attached hereto.
- c. At each of the Ongoing Compliance Site(s), Customer is solely responsible for any fees or costs in addition to the Ongoing Generator Compliance Costs associated with the Ongoing Generator Compliance, including but not limited to generator maintenance, additional professional services, replacement parts, fuel costs, insurance, and (unless otherwise expressly stated to the contrary) permitting. Customer bears the entire risk of loss, theft, malfunction, damage or destruction of the generator and any deliverable hereunder in whole or in part from any cause whatsoever. No such occurrence shall relieve Customer from its obligations under this Agreement.
- d. At each of the Ongoing Compliance Site(s), Customer will operate and maintain the generator and deliverables at all times in accordance with the written instructions of the manufacturer, Provider, and Provider's subcontractors and agents. In addition, Customer will operate the equipment consistent with information that may be outlined in an associated quote for the deliverables. Customer will use diesel fuel with sulfur content at or lower than 15 ppm by weight. Customer will make sure there are records for all US EPA required operating parameters on an hourly basis.
- e. During the Order Term, Customer agrees to provide reasonable access and cooperation to Provider, its subcontractors, and agents to the Ongoing Compliance Site(s) in order to deliver and install the deliverables and to provide all related services. During the Order Term, Customer will allow Provider to remotely control the operation of the generators at all times for testing, curtailment, and other related purposes; provided, that Customer may elect to not allow Provider to remotely control the generators by providing written notice to Provider, in which case, Customer agrees that the Capacity Payment Rate identified on the Order Form shall be reduced by subtracting five percent (5%) therefrom with respect to each Ongoing Compliance Site.

3. Payment Accrual and Offset.

- a. **Reimbursement Deductions.** For the Ongoing Compliance Site(s), Customer will begin to accrue Capacity Payments and/or Energy Payments pursuant to the Order Form beginning as of the Enrollment Date. For a given Ongoing Compliance Site, Provider will pay Capacity Payments and/or Energy Payments to Customer, less all or a portion of the Reimbursement Deduction (as identified in Schedule 1), following the Enrollment Date for that Ongoing Compliance Site during the Reimbursement Term. For a given Contributing Site, Provider will pay Capacity Payments and/or Energy Payments in accordance with the Order Form without any Reimbursement Deduction, until the first Enrollment Date for any Ongoing Compliance Site identified on the Site Address Attachment, at which time such payments may be subject to the Reimbursement Deduction during the Reimbursement Term.

Subject to the adjustments detailed in Section 3(b), Provider will deduct Ongoing Generator Compliance Costs from Capacity Payments and/or Energy Payments otherwise due to Customer for the Ongoing Compliance Site(s) and Contributing Site(s) over the Reimbursement Term as shown in Schedule 1. Following the Reimbursement Term, Provider will pay Capacity Payments and/or Energy Payments to Customer for Ongoing Compliance Site(s) and Contributing Site(s) in accordance with the applicable Order Form without regard for the payment language included in this Ongoing Generator Compliance Addendum.

- b. **Ongoing Generator Compliance Cost Adjustments.** The parties agree that the Ongoing Generator Compliance Cost identified in Schedule 1 is an initial estimate. Provider reserves the right to adjust Reimbursement Deductions and/or Reimbursement Term (as identified in Schedule 1) at its sole discretion in the event that the Ongoing Generator Compliance Costs change by thirty (30%) percent or less than the previously-quoted Ongoing Generator Compliance Costs. Provider will provide no less than thirty (30) days' notice of any such adjustment. If the previously-quoted Ongoing Generator Compliance Cost changes by more than thirty (30%) percent, then Provider may adjust Reimbursement Deductions and/or Reimbursement Term, provided that Provider obtains prior written approval from Customer.

4. Reimbursement Payment.

- a. **Ongoing Generator Compliance Reimbursement Payment.** Notwithstanding anything to the contrary in the PRA or Order Form, in the event that Provider has not received full reimbursement for the Ongoing Generator Compliance Costs in accordance with Section 3(a) at the expiration of the Initial Order Term or any Extension Term (as defined below), Provider may elect in a written notice to Customer to either (i) extend the Order Term (and the Reimbursement Term, if expiring) for an additional one (1) year (each such extension, an "Extension Term") or (ii) have Customer pay a one-time reimbursement payment equal to the balance of the Ongoing Generator Compliance Costs then outstanding (the "Reimbursement Payment"), which Customer agrees to pay to Provider within thirty (30) days of Provider's notice.
- b. **Reimbursement Payment for Early Termination.** If this Agreement is terminated for any reason and Provider has not received full reimbursement for the Ongoing Generator Compliance Costs in accordance with Section 3(a), Customer

will pay the Reimbursement Payment to Provider within thirty (30) days of the termination date. Notwithstanding the foregoing, in the event that this Agreement is terminated (and Provider has not received full reimbursement for the Ongoing Generator Compliance Costs in accordance with Section 3(a)) (i) by Provider as a result of Customer's material breach of this Agreement (subject to any applicable cure periods) or (ii) by Customer for any reason other than a material breach of this Agreement by Provider, Customer will pay the Reimbursement Payment to Provider plus an early termination fee equal to twenty (20%) percent of the Reimbursement Payment, to Provider within thirty (30) days of the termination date.

5. Effect of Enrollment.

- a. **New Rates.** Effective as of the Enrollment Date for a given Site Address, the Parties agree that, with respect to that Site Address, the Capacity Payment Rate and/or Energy Payment Rate identified on the Order Form shall apply, as described in more detail herein.
- b. **Termination of Prior Agreement.** Customer agrees that, to the extent that it has prior to the date of the Order Form entered into a demand response agreement with Provider for the Ongoing Compliance Site(s) listed on the Site Address Attachment (the "Previous Agreement"), notwithstanding any provision of the Previous Agreement, Customer hereby agrees that by entering into the Order Form the Previous Agreement is terminated with respect to a given Ongoing Compliance Site effective as of the Enrollment Date for that Ongoing Compliance Site with no further act required by Provider or Customer. The provisions of the Order Form are without prejudice to any rights of either party under the Previous Agreement that have accrued or may accrue prior to the termination of the Previous Agreement pursuant to this section. To the extent that other Site Addresses are included under the Previous Agreement, the terms and conditions of the Previous Agreement continue unchanged with respect to those Site Addresses.

6. **Indemnification.** Notwithstanding any other terms of the Order Form, Customer indemnifies, defends and holds Provider and Provider's affiliates, directors, employees, and agents harmless against any third-party claim, action, liability or expense, including reasonable attorney's fees and court costs, incurred by Provider related to the Ongoing Generator Compliance. While it is not anticipated that Provider will have any liability for torts related to the Ongoing Generator Compliance, the foregoing indemnification obligations apply to any tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, trademark or service mark infringement claim. The terms of this section survive the termination of this Agreement. Customer agrees that Provider does not provide any representations or warranties, either express or implied, with respect to the services or deliverables of the Ongoing Generator Compliance, including any warranties of merchantability or fitness for a particular purpose.

7. **Generator Use.** With respect to the materials provided pursuant to the Ongoing Generator Compliance, Customer agrees that, during the Order Term, Customer will not knowingly take any actions which could adversely impact its ability to perform at the levels identified in the Order Form at any Ongoing Compliance Sites. Customer acknowledges that attempting to actively manage its capacity charges, if applicable, or other relevant peak charges ("Demand Charge Management") may increase the likelihood of underperformance which will generate insufficient Capacity and/or Energy Payments to cover the Ongoing Generator Compliance Costs. In the event that Customer wishes to engage in Demand Charge Management and does not want to participate in demand response following the expiration of the Order Term, then within ninety (90) days prior to the expiration of the Order Term, Customer will contact Provider to discuss potential services, and Provider will have a right of first offer to provide Demand Charge Management to Customer.

Schedule 1**Reimbursement Schedule**

Ongoing Generator Compliance Cost	\$ 21,250
Reimbursement Term	The period of time required for Provider to receive full reimbursement for the Ongoing Generator Compliance Cost, where 100% of the Capacity Payments and/or Energy Payments from the Ongoing Compliance Site(s) and, as applicable, the Contributing Site(s) will be retained by Provider to offset the Ongoing Generator Compliance Cost until Provider is fully reimbursed
Reimbursement Deduction (per month)	The monthly Reimbursement Deduction will equal the entirety of Capacity Payments and/or Energy Payments from the Ongoing Compliance Site(s) and, as applicable, the Contributing Site(s) for each month until the remaining Ongoing Generator Compliance Cost is fully repaid