



AGREEMENT AMENDMENT NO. 1

BETWEEN

NATIONAL GRID USA SERVICE COMPANY, INC.

AND

TEMPEST ENERGY, LLC

FOR

**OVERHEAD LINE EMERGENCY RESTORATION SERVICES
Damage Assessment & Wires Down Services Agreement**

* Referenced Contract number is for 'internal use only'. Internal Purchase Order's will be issued against this Contract, and those PO numbers will be indexed to the Contractor's invoicing for payment purposes. *

March 1, 2024

AGREEMENT AMENDMENT NO. 1

THIS AGREEMENT AMENDMENT NO. 1 made and entered into effective this 1st day of March in the year 2024, or on the date when signed by the party signing last in time, by and between **National Grid USA Service Company, Inc.**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter individually the “Company”) (“Owner”), and **Tempest Energy, LLC** (“Contractor”), having its office and principal place of business at 800 Winward Drive Suite C, Covington, LA 70433 and together with National Grid, the “**Parties**”, and each, a “**Party**”.

WITNESSETH:

WHEREAS, the parties agree to amend the terms and conditions of the Agreement (or “Contract” and associated SAP Contract) previously entered by the parties on December 22, 2022 and,

WHEREAS, the Contractor has provided Owner with services upon request in accordance with the Agreement and Owner has elected to accept conditions for those services effective as of the date of this Amendment No. 1.

NOW, THEREFORE, in consideration of the terms and conditions previously agreed to and additional considerations incorporated herein, the parties agree that the Agreement shall be amended as follows:

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Schedule D, Price & Escalation Schedules - This Agreement Amendment No. 1 adds FY24 to FY25 rates.

Schedule H, Contractor’s Certificate of Insurance – This Agreement Amendment No. 1 adds current insurance certificate.

ARTICLE 3 – TERM

3.1 This Agreement Amendment No. 1 is to remain valid through March 31, 2025.

CHANGE ORDER PROVISIONS:

1. In the event any article, phrase, provision, portion or part of the Agreement or Amendment is deemed invalid, against public policy, void or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof and any other part or provision of the Agreement shall be otherwise fully enforceable.
2. In the absence of Contractor’s written acknowledgement of this Amendment Order No. 1, performance of any part of the work shall be deemed to constitute Contractor’s unqualified acceptance of all provisions of this Amendment No. 1.
3. Owner reserves the right to cancel this contract at any time and for any reason upon a 30-day written notification.
4. All other terms and conditions of the original agreement and all amendments thereto remain unchanged.

Tempest Energy, LLC

Signature DocuSigned by:
Bill Cain
D0D8933078434B3...

Name Bill Cain

Title CEO

Date March 12, 2024 | 3:01 PM GMT

National Grid USA Service Company, Inc.

Signature DocuSigned by:
Barbara Barnett
999FDF3F176042C...

Name Barbara Barrett

Title Category Manager

Date March 12, 2024 | 7:54 PM GMT

SCHEDULE D



2023-2025 National Grid Damage Assessment/Wire Guard Storm Rates

Rates Expire: March 31, 2025

Labor Rates	Labor Hourly Rate
Area Field Manager	
Storm Supervisor	
Safety Officer	
General Foreman	
Team Lead	
Damage Assessor	
Wire Guard	
Driver	

Equipment Rates	Equipment Hourly Rate
Pickup	

Payment Terms & Specifications	
Work Week:	Sunday - Saturday, Portal to Portal, Rest point to rest point
Labor Hourly Rate:	Per Schedule B: OHLDas Contract Specifications Section 11.3 Payment Terms, all hours, excluding Holidays, for each work classification, excluding On-Call, will be billed at the Labor Hourly Rate. If work is classified as On-Call, 3 hours will be billable for each 12 hour period.
Equipment Hourly Rate:	Per Schedule B: OHLDas Contract Specifications Section 11.3 Payment Terms, all equipment hours will be billed at the Equipment Hourly rate for each work classification, excluding On-Call, Standby Prior to Mobilization and Standby After Mobilization. While On-Call equipment is non-reimbursable. While on Standby Prior to Mobilization and/or Standby After Mobilization equipment is reimbursable at █ of the Equipment Hourly Rate.
Holidays:	Holidays, as defined in the OHLDas Contract Specifications, are billable at the Labor Hourly Rate including 8 bonus hours. For Holidays worked while On-Call, 11 hours will be billable for each 12 hour period.
Meals:	Meals, when not provided by Customer, including mobilization and demobilization, will be reimbursable at a per diem rates of █ per man, per day, per meal. Not to exceed 3 meals per day.
Lodging:	Lodging, when not provided by Customer, including mobilization and demobilization, will be reimbursable at cost with receipts.
Fuel:	Fuel will be reimbursed at cost with receipts or Fuel report itemizing charges.
Tolls:	Tolls will be reimbursed at cost with receipts or Toll report itemizing charges.