

AMENDING AGREEMENT
to
ELECTRIC SERVICE AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of **September 9, 2026** (“Effective Date”), is entered into by and between the **Town of Burlington** (“Aggregator”) and **Constellation NewEnergy, Inc.** (“Competitive Supplier”).

WHEREAS:

- A. The Aggregator and Competitive Supplier are both parties to an Electric Service Agreement dated July 16, 2024, together with any appendices thereto (collectively, the “ESA”). Capitalized terms used herein and not defined shall have the same meaning ascribed to them in the ESA.
- B. The Massachusetts Department of Energy Resources filed an emergency rulemaking with the Secretary of State on May 28, 2026 which made changes to the Commonwealth’s Clean Peak Energy Standard regulations (225 CMR 21.00) including changes to the annual Minimum Standard for 2026 and 2027 (“CPES Changes”) and placed such CPES Changes into effect immediately upon their filing.
- C. The Aggregator and Competitive Supplier have negotiated and agreed to a limited adjustment to the Retail Prices applicable during the period specified in this Amendment. The price adjustment reflected in this Amendment is a negotiated, one-time accommodation applicable solely to the Aggregator, the Participating Consumers, the CPES Changes identified herein, and the periods expressly stated in this Amendment. Nothing in this Amendment constitutes an admission that the Competitive Supplier was or is contractually required to provide any refund, credit, price reduction, or other adjustment under Article 17 or any other provision of the ESA.
- D. The Parties agree that the Retail Prices established by this Amendment constitute the complete and final resolution of any claim by the Aggregator, CPG, or Participating Consumers for a refund, credit, payment, price reduction, or other adjustment arising from or relating to the CPES Changes through the end of the Delivery Term. Neither the Aggregator nor CPG shall seek or assert any additional adjustment or payment relating to the CPES Changes for such period.
- E. The Parties acknowledge that the adjustment is being implemented exclusively through the revised Retail Prices charged to Participating Consumers during Period 2. Neither the Aggregator nor CPG is entitled to receive a separate or direct payment, refund, or credit in connection with the CPES Changes.
- F. The Aggregator and Competitive Supplier have agreed to amend Price and Term Appendix No. 1 to the ESA to change the Retail Prices set out therein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Aggregator and the Competitive Supplier agree as follows (all section references herein are in reference to the ESA):

1. Sections 1 and 2 of Price and Term Appendix No. 1 shall be deleted in their entirety and replaced with the following:

1. **Retail Price by Rate Classification:** The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term.

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard Product unless they opt-out.]

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$0.13229	\$0.10648
Small C&I	\$0.13229	\$0.10648
Med-Large C&I	\$0.13229	\$0.10648
Streetlight	\$0.13229	\$0.10648

OPTIONAL PRODUCT A

[Eligible Consumers will only be enrolled in optional Product A if they elect it.]

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$0.13447	\$0.10866
Small C&I	\$0.13447	\$0.10866
Med-Large C&I	\$0.13447	\$0.10866
Streetlight	\$0.13447	\$0.10866

OPTIONAL PRODUCT B

[Eligible Consumers will only be enrolled in the optional Product B if they elect it.]

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$0.14322	\$0.11741
Small C&I	\$0.14322	\$0.11741
Med-Large C&I	\$0.14322	\$0.11741
Streetlight	\$0.14322	\$0.11741

2. Terms for System Supply Service

(a) Delivery Term:

For **Period 1**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **October 2024** (the "**Delivery Term Start Month**") (billed in arrears, therefore the November 2024 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **September 2026** (final bill, therefore the September 2026 billing statements).

For **Period 2**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **September 2026** (billed in arrears, therefore the October 2026 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **October 2026** (the "**Delivery Term End Month**") (final bill, therefore the October 2026 billing statements)

(b) Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

2. Numerical references in the Price and Term Appendix No. 1 shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.
3. This Amendment contains the entire understanding of the Parties with respect to the amendment contained herein. All other provisions of the ESA remain in full force and effect.
4. This Amendment may be executed in counterparts without the necessity that both Parties execute the same counterpart, each of which will be deemed an original, but which together will constitute one and the same agreement. The exchange of copies of this Amendment by email or facsimile will constitute effected execution and delivery of this Amendment and may be used in lieu of the original for all purposes. Signatures of representatives of the Parties transmitted by email or facsimile will be deemed to be original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf, which will be effective upon signature of the Parties. If the Parties sign on different dates, then it will be effective on the later date of signature.

TOWN OF BURLINGTON

By: 
Name: John Danizio
Title: Town Administrator
Dated: 9/9/26

CONSTELLATION NEWENERGY, INC.

m By: 
Name: Amanda Stewart
Title: Vice President, Retail Operations
Dated: 9/10/2026