

**AMENDING AGREEMENT**  
to  
**ELECTRIC SERVICE AGREEMENT**

THIS AMENDING AGREEMENT No. 2 (“Amendment”) with a reference date of **February 3, 2026** (“Effective Date”), is entered into by and between the **City of Haverhill** (“Aggregator”) and **First Point Power, LLC** (“Competitive Supplier”).

WHEREAS:

- A. The Aggregator and Competitive Supplier are both parties to an Electric Service Agreement dated May 23, 2023, and an Amending Agreement No. 1 with a reference date of July 25, 2025, 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 Parties agree that, pursuant to Section 6 of Price and Term Appendix No. 1 to the ESA, ISO New England’s manner of implementing its Day-Ahead Ancillary Services Initiative (“DASI”) is expected to cause Competitive Supplier to incur cumulative DASI Costs that exceed the cumulative revenues received by Competitive Supplier from the DASI Costs Recovery Fee of \$0.00724 through the Delivery Term.
- C. Pursuant to Section 6 of Price and Term Appendix No. 1 to the ESA, the Parties have agreed to amend Price and Term Appendix No. 1 to increase Program Retail Prices accordingly.
- D. As a strategy to address DASI Costs in a manner that reasonably (i) compensates Competitive Supplier for its cost of performance, and (ii) seeks to minimize further disruption to the Program, the Aggregator and Competitive Supplier have agreed to amend Price and Term Appendix No. 1 to the ESA as set out below.

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(a) 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.]

<b>Rate Class</b>	<b>Retail Price for Period 1 \$/kWh</b>	<b>Retail Price for Period 2 \$/kWh</b>	<b>Retail Price for Period 3 \$/kWh</b>
Residential	\$ 0.14377	\$ 0.15101	\$ 0.16728
Commercial/Streetlight	\$ 0.14377	\$ 0.15101	\$ 0.16728
Industrial	\$ 0.14377	\$ 0.15101	\$ 0.16728

## 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 **November 2023** (the "**Delivery Term Start Month**") (billed in arrears, therefore the December 2023 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **August 2025** (final bill, therefore the August 2025 billing statements).

For **Period 2**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **August 2025** (billed in arrears, therefore the August 2025 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **March 2026** (final bill, therefore the March 2026 billing statements)

For **Period 3**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **March 2026** (billed in arrears, therefore the April 2026 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **November 2026** (the "**Delivery Term End Month**") (final bill, therefore the November 2026 billing statements)

2. Section 5 of Price and Term Appendix No. 1 shall be deleted in its entirety and replaced with the following:

### 5. All-Requirements Power Supply

For the purposes of clarity, all Retail Prices set out in Section 1 of this Price and Term Appendix include all costs incurred by Competitive Supplier in relation to DASI Costs.

3. Section 6 of Price and Term Appendix No. 1 shall be deleted in its entirety and replaced with the following:

### 6. {Reserved}

4. 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.
5. 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.

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.

**CITY OF HAVERHILL**

By:   
Name: Melinda Barrett  
Title: Mayor  
Dated: 2/13/26

**FIRST POINT POWER, LLC**

By:   
Name:  
Title:  
Dated: 2/13/2026