

AMENDING AGREEMENT NO. 1
to
ELECTRIC SERVICE AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment 1”) with a reference date of **February 13, 2026** (“Effective Date”), is entered into by and between the **City of Marlborough** (“Aggregator”) and **First Point Power, LLC** (“Competitive Supplier”).

WHEREAS:

- A. The Aggregator and Competitive Supplier (the “Parties”) are both parties to an Electric Service Agreement with a reference date of June 30, 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 \$0.006/kWh through the Delivery Term.
- C. The Parties have therefore agreed to amend Price and Term Appendix No. 1 to the ESA to increase the DASI Costs Recovery Fee from \$0.006/kWh to \$0.01737/kWh and, accordingly, increase program Retail Prices by \$0.01137/kWh.

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 Parties 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	\$ 0.13782	\$0.14919
Commercial/Streetlight	\$ 0.13782	\$0.14919
Industrial	\$ 0.13782	\$0.14919

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 2025** (the "**Delivery Term Start Month**") (billed in arrears, therefore the December 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 2**, 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 2028** (the "**Delivery Term End Month**") (final bill, therefore the November 2028 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. The table in Section 6(a) of Price and Term Appendix No. 1 shall be deleted in its entirety and replaced with the following:

Start Date	Meter Read End Date	DASI Costs Recovery Fee \$/kWh
March 1, 2025	March 2026	\$ 0.00600
Participating Consumers' first meter read dates for the month of March 2026	Delivery Term End Month	\$ 0.01737

3. 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 1.
4. The Aggregator agrees and acknowledges that the cost incurred by Competitive Supplier associated with DASI during the Delivery Term may be difficult to establish and therefore the updated Retail Prices as of the Effective Date of this Amendment 1 include an approximate estimate of the cost impact for DASI. Competitive Supplier agrees that it shall provide Aggregator with documentation or other related information that Competitive

Supplier receives regarding actual cost incurred and estimates of any future costs associated with DASI with respect to the ESA over the Delivery Term.

5. This Amendment 1 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.
6. This Amendment 1 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 1 by email or facsimile will constitute effected execution and delivery of this Amendment 1 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.

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IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment 1 on their behalf, which will be effective as of the Effective Date.

FIRST POINT POWER, LLC

By: 
Name: Peter Schieffelin
Title: CEO
Dated: 2/12/2026

CITY OF MARLBOROUGH

By: 
Name: J. Christian Dumais
Title: Mayor
Dated: 2/12/2026

PROCUREMENT LAW OR EXEMPTION:

Pursuant to Chapter 30B, a contract for energy aggregation entered into by a political subdivision of the commonwealth for energy or energy related services arranged or negotiated by such subdivision on behalf of its residents is exempt per c.30B, § 1(b)(32).


By: Krista Holmi, MCPPO
Title: Chief Procurement Officer