

**AMENDING AGREEMENT
to
ELECTRIC SERVICE AGREEMENT**

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of **February 4, 2026** (“Effective Date”), is entered into by and between the **Town of Pembroke** (“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 May 27, 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 \$0.00535/kWh to \$0.01723/kWh and, accordingly, increase program Retail Prices by \$0.01188/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.]

National Grid Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$ 0.13999	\$ 0.15187
Commercial/Streetlight	\$ 0.13999	\$ 0.15187
Industrial	\$ 0.13999	\$ 0.15187

Eversource Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$ 0.16769	\$ 0.17957
Small C&I	\$ 0.16769	\$ 0.17957
Med-Large C&I	\$ 0.16769	\$ 0.17957
Streetlight	\$ 0.16769	\$ 0.17957

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).

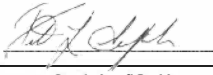
(b) Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out 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	\$ 0.00535
Participating Consumers' first meter read dates	Delivery Term End Month	\$ 0.01723

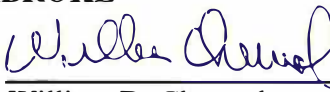
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf, which will be effective upon signature of the Parties. If the Parties sign on different dates, then it will be effective on the later date of signature.

FIRST POINT POWER, LLC

By: 
Name: Peter Schieffelin
Title: CEO

Dated: 2/13/2026

TOWN OF PEMBROKE

By: 
Name: William D. Chenard
Title: Town Manager

Dated: _ 02-12-2026