

AMENDING AGREEMENT
to
ELECTRIC SERVICE AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of **February 3, 2026** (“Effective Date”), is entered into by and between the **Town of Whately** (“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 3, 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 \$0.0176/kWh and, accordingly, increase program Retail Prices by \$0.0116/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	\$ 0.13045	\$ 0.14205
Small C&I	\$ 0.13045	\$ 0.14205
Med-Large C&I	\$ 0.13045	\$ 0.14205
Streetlight	\$ 0.13045	\$ 0.14205

OPTIONAL PRODUCT A

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

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$ 0.14068	\$ 0.15228
Small C&I	\$ 0.14068	\$ 0.15228
Med-Large C&I	\$ 0.14068	\$ 0.15228
Streetlight	\$ 0.14068	\$ 0.15228

OPTIONAL PRODUCT B

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

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$ 0.15452	\$ 0.16612
Small C&I	\$ 0.15452	\$ 0.16612
Med-Large C&I	\$ 0.15452	\$ 0.16612
Streetlight	\$ 0.15452	\$ 0.16612

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 **January 2026** (the "**Delivery Term Start Month**") (billed in arrears, therefore the February 2026 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:

Meter Read Start Date	Meter Read End Date	DASI Costs Recovery Fee \$/kWh
Delivery Term Start Month	March 2026	\$ 0.0060
March 2026	Delivery Term End Month	\$ 0.0176

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.
4. The Aggregator agrees and acknowledges that the cost incurred by Competitive Supplier associated with DASI during the Delivery Term is difficult to establish and therefore the updated Retail Prices as of the Effective Date of this Amendment include an approximate estimate of the cost impact for DASI.
5. 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.
6. 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.

FIRST POINT POWER, LLC

By: 
Name: Peter Schieffelin
Title: CEO
Dated: 2/5/2026

TOWN OF WHATELY

By: 
Name: S. Peter Kane
Title: Town Administrator
Dated: 3 February 2026