

AMENDMENT No. 1 (“Amendment”) is entered into on June 25, 2020 between the City of Marlborough (“City”) and Inspire Energy Holdings, LLC (“Competitive Supplier”).

WITNESSETH:

WHEREAS, the City and the Competitive Supplier are parties to the Competitive Electric Service Agreement dated August 22, 2019 (“ESA”); and

WHEREAS, the City and the Competitive Supplier have agreed to amend the ESA pursuant to the provisions of Articles 4.5, 18.5 (last sentence), and 18.7 in order to update the pricing and term of the ESA.

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 City and the Competitive Supplier agree as follows:

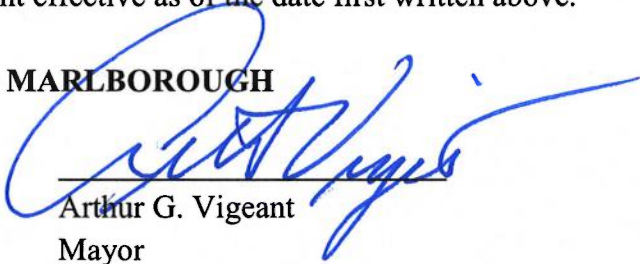
1. Article 4.1 (“Term”) is amended to read in its entirety as follows:

“4.1 **Term** – This ESA shall commence on the Effective Date, *provided, however,* that Competitive Supplier’s obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers’ first meter read dates for the month of January 2024, unless terminated earlier under Article 4.2 below (“Term”).”

2. Exhibit A (“Prices and Terms”) is deleted in its entirety and the attached Exhibit A-1 inserted.
3. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA.
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 City and the Competitive Supplier have executed this Amendment effective as of the date first written above.

**CITY OF MARLBOROUGH**

By:   
Name: Arthur G. Vigeant  
Title: Mayor  
Address: 140 Main Street  
Marlborough, MA 01752

Dated: 7/7/2020

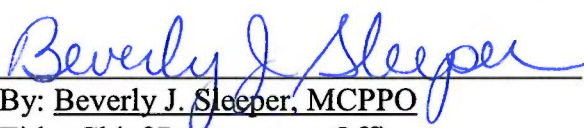
**INSPIRE ENERGY HOLDINGS, LLC**

By:   
Name: Brad Bentley  
Title: President  
Address: 3402 Pico Blvd, ~~Suite 215~~ Suite 300  
Santa Monica, CA 90405

Dated: July 7, 2020

**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: Beverly J. Sleeper, MCPPO  
Title: Chief Procurement Officer

**EXHIBIT A-1**

**PRICES AND TERMS  
Marlborough's Community Choice Power Supply Program**

Price by Rate Classification

<b>Rate Class</b>	<b>Price for Period 1* (Nov 2019 – Aug 2020) \$/kWh</b>	<b>Price for Period 2* (Aug 2020 – Jan 2024) \$/kWh</b>
<b>Residential</b>	\$0.09690	\$0.09390
<b>Commercial/Streetlight</b>	\$0.09690	\$0.09390
<b>Industrial</b>	\$0.09690	\$0.09390

*\*Rate includes Operational Adder of \$0.000 per kWh [no max].*

**Terms for System Supply Service**

**Delivery Term:** as set forth in this Exhibit A, extending through the end of the Term as set forth in Article 4.1.

**Period 1 Pricing:** applies to service commencing with the Participating Consumers' first meter read dates for the month of November 2019 (billed in arrears, therefore the December 2019 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of August 2020 (final bill, therefore the August 2020 billing statements).

**Period 2 Pricing:** applies to service commencing with the Participating Consumers' first meter read dates for the month of August 2020 (billed in arrears, therefore the September 2020 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of January 2024 (final bill, therefore the January 2024 billing statements).

The price for All-Requirements Power Supply shall be as stated on this Exhibit A for the applicable Pricing Periods, and shall be fixed for the entire length of each Pricing Period. Prices must include all adders and ancillary charges. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

**Start-Up Service Date:** All-Requirements Power Supply will commence at the prices stated above as of the Participating Consumers' first meter read dates for the month of November 2019.

**Renewable Energy in System Supply:** The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to Massachusetts' Renewable Portfolio Standards, Alternative Energy Portfolio Standards and Clean Energy Standards starting with the year in which load is served on the Start-Up Service Date or pay all penalties imposed by the Department related to Renewable Energy requirements. The price stated above also includes the purchase of National Wind RECs for a total amount equal to 100% Renewable Energy. The Competitive Supplier shall identify the technology, vintage, and location of the renewable generators that are the sources of the Renewable Energy Certificates (RECs). All

such RECs will be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e. **[100% National Wind RECs]**

**Term:** The period of delivery of All-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

**Eligible 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.

**Competitive Supplier's Standard Credit Policy:** The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor does Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Basic Service in the event that the consumer fails to pay to Competitive Supplier amounts past-due greater than sixty (60) days.