

AMENDMENT NO.1 TO COMPETITIVE ELECTRIC SERVICE AGREEMENT

THIS AMENDMENT No. 1 (“Amendment”) is dated December 14, 2022, between the City of Boston (“City”) and Constellation NewEnergy, Inc. (“Supplier”).

WHEREAS:

- A. The City and Supplier are both parties to a Competitive Electric Service Agreement dated April 23, 2021, together with any additional exhibits and schedules thereto (collectively, the “ESA”).
- B. In October 2022, the Massachusetts Department of Environmental Protection finalized several changes to the state’s Clean Energy Standard which, in part, increase the amount of clean energy that Supplier must purchase, and increases certain compliance payments that Supplier is required to make to the Commonwealth of Massachusetts (“CES Changes”).
- C. The City and Supplier agree that a Change in Law has occurred and that the CES Changes increase the cost of performance by the Supplier under the ESA.
- D. The City and Supplier have agreed to amend Price and Term Appendix No. 1 and increase the Program’s Retail Price(s) to reimburse Supplier pursuant to the provisions of Article 17.

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 Supplier agree as follows (all section references herein are in reference to the ESA):

1. Section 1 of Price and Term Appendix No. 1 shall be deleted in its entirety and replaced with the following:
 1. **Retail Price by Rate Classification:** The Retail Price(s) as set out in the tables below shall be fixed for each time period within the Delivery Term.

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard Product unless they opt-out.]

Rate Class	Period 1 Retail Price \$/kWh	Period 2 Retail Price \$/kWh
Residential	\$ 0.11161	\$ 0.11290
Small C&I	\$ 0.11161	\$ 0.11290
Med-Large C&I	\$ 0.11161	\$ 0.11290
Streetlight	\$ 0.11161	\$ 0.11290

OPTIONAL BASE PRODUCT

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

Rate Class	Period 1 Retail Price \$/kWh	Period 2 Retail Price \$/kWh
Residential	\$ 0.10771	\$ 0.10900
Small C&I	\$ 0.10771	\$ 0.10900
Med-Large C&I	\$ 0.10771	\$ 0.10900
Streetlight	\$ 0.10771	\$ 0.10900

OPTIONAL GREEN POWER PRODUCT

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

Rate Class	Period 1 Retail Price \$/kWh	Period 2 Retail Price \$/kWh
Residential	\$ 0.13858	\$ 0.13987
Small C&I	\$ 0.13858	\$ 0.13987
Med-Large C&I	\$ 0.13858	\$ 0.13987
Streetlight	\$ 0.13858	\$ 0.13987

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

(a) **Delivery Term:** The Retail Prices applicable for:

- (i) **Period 1** apply to service commencing with the Participating Consumers' first meter read dates for the month of November 2021 (billed in arrears, therefore the December 2021 billing statements) and terminating with the Participating Consumers' meter read dates for the month of January 2023 (billed in arrears, therefore the February 2023 billing statements).
- (ii) **Period 2** apply to service commencing with the Participating Consumers' first meter read dates for the month of February 2023 (billed in arrears, therefore the March 2023 billing statements) and terminating with the Participating Consumers' meter read dates for the month of December 2023 (final bill in arrears, therefore the January 2024 billing statements).

3. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA. Numerical references in the ESA shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.

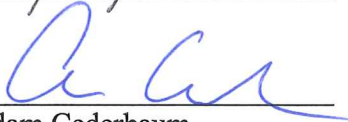
4. This Amendment contains the entire understanding of the Parties with respect to the amendment contained herein. All other provisions of the ESA remain in full force and effect.
5. This Amendment may be executed in counterparts without the necessity that both Parties execute the same counterpart, each 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 Supplier have executed this Amendment effective as of the latest date written below.

CITY OF BOSTON, MASSACHUSETTS

By: 
Name: Michelle Wu
Title: Mayor

Dated: 1/23/2023

Approved:  CMR - 1/19/23
Name: Adam Cederbaum
Title: Corporation Counsel

CONSTELLATION NEWENERGY, INC.

^{WU}By: Amanda Stewart
Name: Amanda Stewart
Title: VP Retail Operations

Dated: 12/15/2022

**CONSTELLATION NEWENERGY, INC.
CERTIFICATE OF INCUMBENCY**

I, Nina L. Jezic, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Constellation NewEnergy, Inc., a corporation organized and existing under the laws of the State of Delaware, and do hereby certify that Amanda Stewart is a duly elected, qualified and acting officer of Constellation NewEnergy, Inc., whom has the authority to execute binding documents on behalf of Constellation NewEnergy, Inc.

Name of Officer

Amanda Stewart

Title of Officer

VP, Retail Operations

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of March 2022.

By:

Nina Jezic

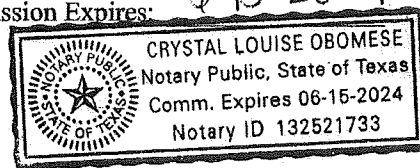
Nina L. Jezic
Assistant Secretary

smb/arc

Subscribed to and sworn before
me this 24th day of March 2022.

My Commission Expires:

6-15-2024



x *C. Obomese*
Notary Public Signature

Notary Seal: _____