

AMENDMENT No. 1 (“Amendment”) is entered into on April 23, 2019 between the Town of Tyngsborough (“Town”) and First Point Power, LLC (“Competitive Supplier”).

WITNESSETH:

WHEREAS, the Town and the Competitive Supplier are parties to the Competitive Electric Service Agreement dated October 3, 2018 (“ESA”); and

WHEREAS, the Town and the Competitive Supplier have agreed to amend the ESA pursuant to the provisions of Articles 18.5 (last sentence) in order to update the pricing 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 Town 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 November 2019, 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 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.

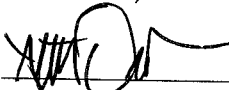
IN WITNESS WHEREOF, the Town and the Competitive Supplier have executed this Amendment effective as of the date first written above.

TOWN OF TYNGSBOROUGH

By: 
Name: Matthew Hanson
Title: Town Administrator
Address: 25 Bryants Lane
Tyngsborough, MA 01879

Dated: _____

FIRST POINT POWER, LLC

By: 
Name: Stuart Ormsbee
Title: COO
Address: 300 Jefferson Blvd, Suite 104
Warwick, RI 02888

Dated: 4/23/2019

EXHIBIT A

PRICES AND TERMS

Tyngsborough's Community Choice Power Supply Program

Price by Rate Classification

Rate Class	Price for Period 1* (November 2018 – July 2019) \$/kWh	Price for Period 2* (July 2019 – November 2019) \$/kWh
Residential	\$0.13130	\$0.10131
Commercial / Streetlights	\$0.13130	\$0.10131
Industrial	\$0.13130	\$0.10131

**Rate includes Operational Adder of \$0.000/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 2018 (billed in arrears, therefore the December 2018 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of July 2019 (final bill, therefore the July 2019 billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of July 2019 (billed in arrears, therefore the August 2019 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of November 2019 (final bill, therefore the November 2019 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 2018.

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 and Alternative Energy Portfolio 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.

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, who elected to opt into the Program, are free to opt-out of the Program utilizing established EDI drop protocols. Such 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 Participating Consumer, nor does Competitive Supplier require any Participating 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.