

AMENDING AGREEMENT

THIS AMENDING AGREEMENT No. 1 ("Amendment") is dated September 25, 2025, between the City of Springfield ("City") and First Point Power, LLC ("Supplier").

WHEREAS:

- A. Supplier and the City, on behalf of the consumers of its Community Choice Power Supply Program (the "Program"), are both parties to an Electric Service Agreement dated September 19, 2025, together with any additional exhibits and schedules thereto (collectively, the "ESA").
- B. The City informed the Supplier, after the parties executed the ESA, of its desire to include a Municipal Services Fee to the ESA in the amount of \$0.00044/kWh pursuant to Article 18.10 of the ESA.
- C. The City also informed the Supplier, after the parties executed the ESA, of its desire to include an annual budget of approximately \$20,000 for City "Consumer Awareness Activities" during the Delivery Term as contemplated by Article 3.4.3 of the ESA. Such budget was not included in the City's request for proposal that resulted in the ESA. The City estimates that a payment from the Supplier in the amount of \$0.00006/kWh multiplied by Participating Consumers' metered usage will be sufficient to fund its planned annual budget.
- D. Accordingly, the City and Supplier have agreed to amend Price and Term Appendix No. 1 and increase Program Retail Prices by \$0.0005/kWh pursuant to the provisions of Article 17 of the ESA to reimburse Supplier for its aggregate payment to the City for the City's Municipal Services Fee and Consumer Awareness Activities.

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 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 \$/kWh
Residential	\$ 0.13069
Small C&I	\$ 0.13069

Med-Large C&I	\$ 0.13069
Streetlight	\$ 0.13069

OPTIONAL RENEWABLE PRODUCT

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


Rate Class	Retail Price \$/kWh
Residential	\$ 0.15721
Small C&I	\$ 0.15721
Med-Large C&I	\$ 0.15721
Streetlight	\$ 0.15721

2. Section 8 of Price and Term Appendix No. 1 shall be amended to change the Municipal Services Fee from \$0.0000/kWh to \$0.00044/kWh.
3. Section 9 of Price and Term Appendix No. 1 ("Consumer Awareness Costs") shall be amended by deleting the Program Promotions provision in its entirety and replacing with the following:

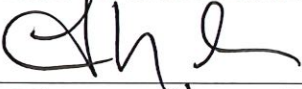
Program Promotions: The Program Promotions Cap pursuant to Article 3.4.3 of the ESA is \$0.00006/kWh multiplied by Participating Consumers' metered usage.
4. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA. Numerical references in the ESA shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.
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.

IN WITNESS WHEREOF, the City and Supplier have executed this Amendment effective as of the latest date written below.

FIRST POINT POWER, LLC

By: 
Name: Peter Schieffelin
Title: CEO
Dated: 9/29/2025

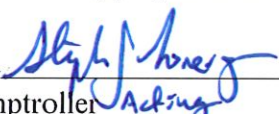
CITY OF SPRINGFIELD, MA.:


Tina Marie Sullivan
Development Services Division
Date signed: 9/29/25

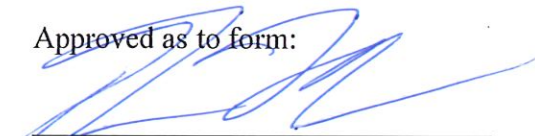
Office of Procurement: N/A

✓ N/A N/A
Date signed: _____

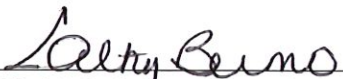
AM Approved as to appropriation: N/A

N/A 
City Comptroller Acting
Date signed: 9-29-2025

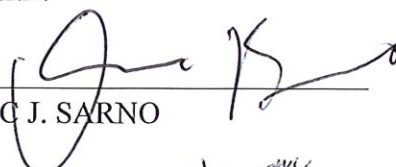
Approved as to form:


Associate City Solicitor
City Law Department
Date signed: 10/2/25

Approved:


Chief Administrative and Financial Officer
Date signed: 9-29-25

APPROVED:


DOMENIC J. SARNO
MAYOR
Date signed: 10/1/25