



First Amendment

To Master Agreement To Provide Services To An Aggregated Group

Between

Township of Canfield, Ohio

and

Energy Harbor LLC

B.T. A.D.

January, 2021

This First Amendment (“Amendment”) is entered into this 27th day of ~~December, 2020~~ (“Effective Date”), by and between **Township of Canfield, Ohio** (“Community”), an Ohio municipality in the county of Mahoning and governmental aggregator organized and existing under the laws of the State of Ohio and **Energy Harbor LLC** (“Energy Harbor” or “Supplier”), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 (the “Parties”).

RECITALS

WHEREAS, on February 27, 2020, FirstEnergy Solutions Corp. converted from an Ohio corporation to a Delaware limited liability company, changing its name to Energy Harbor LLC;

WHEREAS, Energy Harbor and Community are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated December 13, 2017 (“Agreement”);

WHEREAS, the Parties have mutually agreed to renew the Agreement for the Term beginning with May 2021 meter read dates through May 2025 meter read dates (“Renewal Term”); and

WHEREAS, the Parties wish to remove a provision in the Agreement that does not apply to the Renewal Term.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. During the Renewal Term, Participating Customers shall be billed in accordance with the Pricing provisions contained in the Renewal Term’s **First Amendment Attachment A to Master Agreement Between Township of Canfield, Ohio and Energy Harbor LLC December 2020** attached.
2. Section 1.12 in the Agreement is hereby deleted in its entirety after the last business day of May 2021.

3. All other provisions of the original Master Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

Energy Harbor LLC:

Township of Canfield, Ohio:

Signed: *D. J. Foye*
Printed: David Lawrence
Title: V.P.
Date: 1/27/21

Signed: *[Signature]*
Printed: Kurt H. [Name]
Title: ADMINISTRATOR
Date: 1-27-2021

First Amendment Attachment A to Master Agreement

Between

Township of Canfield, Ohio and Energy Harbor LLC

January 2021

B.T.C. ~~December 2020~~
A.D.

Pricing and Other Conditions to Retail Generation Service Offer

Renewal Term:

Beginning with May 2021 meter read dates through May 2025 meter read dates

Renewal Pricing:

4.92 ¢ per kWh

EDU:

Ohio Edison

Eligible Rate Codes:

Standard Residential Rate (RS)

General Service Commercial Rate (GS)

National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial accounts with annual usage over 700,000 must "opt-in" to the program.

Termination Fee:

None

Administrative Fee:

Supplier shall pay to Community's Consultant, Independent Energy Consultants, \$0.0005 per kWh delivered/consumed and paid for by Participating Customers under the Aggregation Program on a monthly basis. In addition to Participating Customers' consumption, this fee shall also apply to kWh delivered/consumed and paid for by any new Participating Customer accounts that join the Aggregation Program. Energy Harbor shall also provide Consultant with monthly commission reports.

Administrative Services:

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Conduct supplemental opt-out mailings on a twice per year basis.
- Provide to Community's Consultant, Independent Energy Consultants, the required information for PUCO reports on behalf of the Community.