

**SECOND AMENDMENT  
TO  
RESTATED COMPETITIVE ELECTRIC SUPPLY AGREEMENT**

This Second Amendment (“Amendment”) is entered into as of December 6, 2016, by and between NextEra Energy Services Massachusetts, LLC (“NextEra MA”) and the Cape Light Compact (“Compact”). NextEra MA and the Compact are referred to herein collectively as the “Parties.”

WHEREAS, NextEra MA and the Compact are parties to that certain Restated Competitive Electric Supply Agreement dated May 2, 2016, as amended August 24, 2016 (collectively, the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises, agreements, covenants and benefits contained herein, the Parties hereby agree as follows:

**ARTICLE I                    AMENDMENT TO RESTATED COMPETITIVE ELECTRIC  
SUPPLY AGREEMENT**

- 1.1     **Definitions** - All capitalized terms used in this Amendment have the same meaning given in the Agreement, unless otherwise defined herein.
- 1.2     **Exhibit A** – Exhibit A of the Agreement is deleted in its entirety and replaced with the Exhibit A attached to this Amendment (ATTACHMENT A).
- 1.3     **Exhibit A-1** – Exhibit A-1 of the Agreement is deleted in its entirety and replaced with the Exhibit A-1 attached to this Amendment (ATTACHMENT B).
- 1.4     **Cape Light Compact Green<sup>sm</sup>** – Supplier and Compact agree that the Cape Light Compact Green<sup>SM</sup> program referenced in Section 8.1(A) of the Agreement shall terminate with the December 2016 commercial and industrial Consumer meter read dates and the January 2017 residential Consumer meter read dates, and upon such dates Supplier shall have no further obligation to incorporate the program into Supplier’s provision of All Requirements Power Supply under the Agreement. Notwithstanding the foregoing, by January 15, 2017, Supplier shall provide the Compact with a report for each Consumer enrolled in the program for any period within the prior calendar year of all premiums paid by the Consumer for such prior calendar year.
- 1.5     **Renewable Energy Portfolio Standard and Green Power** – The following two sentences are hereby inserted after the last sentence of Section 8.1(B) of the Agreement:

“Supplier and Compact agree that the price set forth in Exhibit A and Exhibit A-1 hereto includes the Compact’s election to incorporate Green Power in addition to Supplier’s obligation to comply with the applicable provisions of G.L. c. 25A, §11F and any cognate regulations, such that at least one hundred percent (100%) of the All-Requirements

Power Supply provided by Supplier hereunder shall be matched with renewable energy certificates. Supplier further agrees that, in accordance with Exhibit A and Exhibit A-1 hereto, Supplier will remit certain of its fees collected under this Agreement to a renewable energy trust fund in order to encourage renewable energy development, and will use Commercially Reasonable efforts to direct the investment of such fees from the trust fund in renewable energy projects located in the New England area.”

1.6 **Notices** – The address for delivery of notices to the Compact under Section 17.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Ms. Margaret Downey  
Administrator/Chief Procurement Officer  
Cape Light Compact  
3195 Main Street  
Open Cape Building  
Barnstable, Massachusetts 02630  
(508) 375-6636 (voice)  
mdowney@capelightcompact.org  
austin.brandt@capelightcompact.org”

Mr. Austin Brandt  
Power Supply Planner  
Cape Light Compact  
3195 Main Street  
Open Cape Building  
Barnstable, MA 02630  
(508) 375-6623 (voice)

## **ARTICLE II MISCELLANEOUS**

2.1 **Consistency with Agreement** - This Amendment is intended to be construed harmoniously with the Agreement to the maximum extent possible. In the event that any provision of this Amendment conflicts with the terms of the Agreement, the provisions of this Amendment shall control. Except as specifically set forth herein, the Agreement shall remain in full force and effect.

2.2 **Successors and Assigns** - This Amendment inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

2.3 **Authorization** - The Parties represent and warrant, as of the date hereof, that the execution and delivery of this Amendment and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of each such Party. This Amendment is a valid and binding obligation of the Parties enforceable in accordance with its terms.

2.4 **Counterparts; Scanned Copies** - This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment.

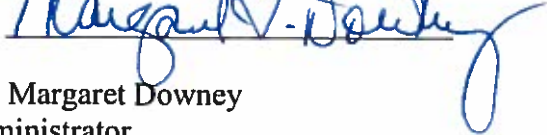
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the date first set forth above.

**NEXTERA ENERGY SERVICE MASSACHUSETTS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Dated: \_\_\_\_\_

**CAPE LIGHT COMPACT**


By:  \_\_\_\_\_

Ms. Margaret Downey  
Administrator  
Cape Light Compact  
3195 Main Street  
Open Cape Building  
Barnstable, MA 02630

Dated: 12/6/14

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the date first set forth above.

**NEXTERA ENERGY SERVICE MASSACHUSETTS, LLC**

By:   
Name: Brian Landrum  
Title: President  
Address: 20455 State Hwy 249, Suite 200  
Houston, TX 77070  
Dated: 12/6/2016



**CAPE LIGHT COMPACT**

By: \_\_\_\_\_

Ms. Margaret Downey  
Administrator  
Cape Light Compact  
3195 Main Street  
Open Cape Building  
Barnstable, MA 02630

Dated: \_\_\_\_\_

ATTACHMENT A

*Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(s) (energy-related trade secrets or confidential information).*

**ATTACHMENT B**

*Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(s) (energy-related trade secrets or confidential information).*