

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

**AMENDMENT
TO
COMPETITIVE ELECTRIC SUPPLY AGREEMENT**

This Amendment (“Amendment”) is entered into as of November 20, 2018 (“Amendment Effective Date”) by and between NextEra Energy Services Massachusetts, LLC (“NextEra MA”) and the Cape Light Compact JPE (“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 Competitive Electric Supply Agreement dated May 3, 2018 (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 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).

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.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Amendment Effective Date.

NEXTERA ENERGY SERVICES MASSACHUSETTS, LLC

By: 
Name: Kenneth Mathe
Title: Vice President
20455 State Highway 249,
Suite 200, Houston, TX 77070



Dated: 11/20/2018

CAPE LIGHT COMPACT JPE

By: _____

Margaret T. Downey
Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
mdowney@capelightcompact.org

Dated: _____

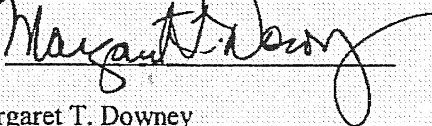
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Amendment Effective Date.

NEXTERA ENERGY SERVICES MASSACHUSETTS, LLC

By: _____
Name: _____
Title: _____
20455 State Highway 249,
Suite 200, Houston, TX 77070

Dated: _____

CAPE LIGHT COMPACT JPE

By:  _____

Margaret T. Downey
Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
mdowney@capelightcompact.org

Dated: 11/21/18

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ATTACHMENT A

[REDACTED]