

**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED COMPETITIVE ELECTRIC SUPPLY AGREEMENT**

This First Amendment Agreement (“Amendment”) is entered into as of August 25, 2016 and made effective as of May 2, 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 Amended and Restated Competitive Electric Supply Agreement dated May 2, 2016 (“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 AMENDED AND 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.

**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.

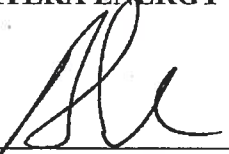
2.3    **Authorization** - The Parties represent and warrant, as of the date hereof, that the execution and delivery of this Amendment and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of each such Party. This Amendment 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.

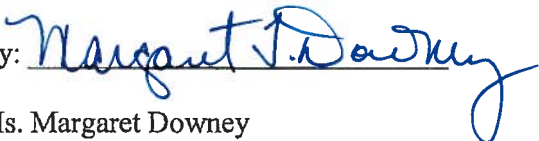
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the date first set forth above.

**NEXTERA ENERGY SERVICE MASSACHUSETTS, LLC**

By:   
Name: Brian Landrum  
Title: President  
Address: 20455 State Highway 249  
Suite 200  
Houston, TX 77070

Dated: 8/25/2016

**CAPE LIGHT COMPACT**

By:  8/31/16

Ms. Margaret Downey  
Administrator  
Cape Light Compact  
P.O. Box 427  
Superior Court House  
Barnstable, MA 02630

Dated: 8/31/16

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

**ATTACHMENT**