

**THIRD AMENDMENT
TO
COMPETITIVE ELECTRIC SUPPLY AGREEMENT**

This Third Amendment ("Amendment") is entered into as of December 18, 2023 ("Amendment Effective Date") 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 Competitive Electric Supply Agreement dated May 3, 2018, as amended November 20, 2018 and December 2, 2021 (collectively, the "Agreement"); and

WHEREAS, the Parties wish to amend further 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-1, Section 1.** The table that appears immediately below the words "**Delivery Terms**" in Section 1 of Exhibit A-1 is deleted in its entirety and replaced with the table in *Attachment A* hereto.
- 1.3 **Exhibit A-1, Section 1.** The "Supplier Fee" and "Retail Fee" subsections, as set forth in the "Retail Price Development" subsection of Section 1 of Exhibit A-1 (such subsections ending immediately prior to the subsection entitled "Retail Solar Fee"), are deleted in their entirety and replaced with the content contained in *Attachment B* (for Residential Customers and Commercial Customers) and *Attachment C* (for Industrial Customers) hereto.
- 1.4 **Exhibit A-1, Section 2.** The "Supplier Fee" applicable to the Industrial Customer Class, as set forth in paragraph 4 of "Retail Price Calculation" in Section 2 of Pricing Exhibit A-1, is amended to add at the end thereof the content contained in *Attachment C* hereto.
- 1.5 **Exhibit A-1, Section 2.** The table that appears immediately below the words "**Delivery Terms**" in Section 2 of Exhibit A-1 is amended to add at the end thereof the content contained in *Attachment D* hereto.

1.6 **Exhibit A-1, Section 3 (Default Retail Price – Residential Customers and Default Retail Price – Commercial Customers).**

- (a) The “Supplier Fee” applicable to the Residential Customer Class, as set forth in Section I(A)(2)(d) of Section 3 of Exhibit A-1 (*Residential Customers*), and applicable to the Commercial Customer Class, as set forth in Section I(A)(2)(d) of Section 3 of Exhibit A-1 (*Commercial Customers*) is amended to add at the end thereof the content contained in the **Supplier Fee (Default Retail Price)** section of *Attachment E* hereto.
- (b) The “Retail Service Adder” applicable to the Residential Customer Class, as set forth in Section I(B) of Section 3 of Exhibit A-1 (*Residential Customers*), and applicable to the Commercial Customer Class, as set forth in Section I(B) of Section 3 of Exhibit A-1 (*Commercial Customers*) is amended to add at the end thereof the content contained in the **Retail Service Adder (Default Retail Price)** section of *Attachment E* hereto.

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 SERVICE MASSACHUSETTS, LLC



By: *Ble*
Name: Brian Landrum
Title: President
~~20499 State Highway 249,~~
~~Suite 200, Houston, TX 77070~~
601 Travis St, Suite 1400
Houston, TX 77002
Dated: 12/19/2023

CAPE LIGHT COMPACT

By: *Margaret Downey*
Ms. Margaret Downey
Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
Dated: 12/19/2023

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

ATTACHMENT A

Confidential

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

ATTACHMENT B

Confidential

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

ATTACHMENT C

Confidential

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

ATTACHMENT D

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

ATTACHMENT E