

**FOURTH AMENDMENT  
TO  
COMPETITIVE ELECTRIC SUPPLY AGREEMENT**

This Fourth Amendment (“Amendment”) is entered into as of December 20, 2024 (“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, December 2, 2021 and December 20, 2023 (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    **Term Extension** - Pursuant to Section 4.4, the Parties hereby elect to extend the term of this Agreement set forth in Section 4.1 through January 31, 2027.

1.3    **Terms and Conditions Pertaining to Individual Account Service – Term.** Section 7.4(B) of the Agreement is deleted in its entirety and replaced with the following:

“Delivery of All-Requirements Power Supply will commence from the Consumer meter read dates in December 2023 and will end on the last Consumer meter read dates in January 2027, unless extended or modified in accordance with Article 4.4 (Extension). Supplier has the right to request a “special” meter reading by the Distribution Company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading.”

1.4    **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 A).

1.5    **Insurance** – In addition to the insurance requirements set forth in Exhibit D of the Agreement, for the remainder of the term of the Agreement, Supplier will maintain coverage for cyber risk in the amount of \$1,000,000 per occurrence and in the aggregate to cover potential expenses, fines and associated liabilities caused by any theft or misappropriation of Consumers’

electric account data or other private information through cyber breach of Supplier's systems or otherwise through its handling of access to such information.

## **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

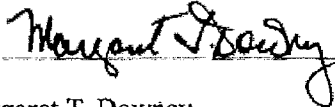
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Amendment Effective Date.

**NEXTERA ENERGY SERVICES MASSACHUSETTS, LLC**

By:   
Name: Ryan McGeachie  
Title: President  
601 Travis Street, Suite 1400,  
Houston, TX 77002

Dated: 12/23/2024

**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](mailto:mdowney@capelightcompact.org)

Dated: 12/23/2024

***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)***

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**ATTACHMENT A**

**[REDACTED]**