

**SECOND AMENDMENT  
TO  
COMPETITIVE ELECTRIC SUPPLY AGREEMENT**

This Second Amendment ("Amendment") is entered into as of December 2, 2021 ("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 (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 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 **Term Extension.** Pursuant to Section 4.4, the Parties hereby elect to extend the term of this Agreement to December 31, 2026 (inclusive). Exhibit A-1, as added to the Agreement by this Amendment, shall apply solely to the period commencing on the last Consumer meter read dates in December, 2023 and ending on the last Consumer meter read dates in December 2026 (such period, the "Extended Term").
- 1.3 **New Exhibit A-1.** The Parties agree to incorporate a new Exhibit A-1 to the Agreement, in the form shown in Attachment A to this Amendment.
- 1.4 **Amendment to Exhibit A.** Section (B) (ii) of the **Supplier Plan for Renewable Energy Certificates (RECs)** in Exhibit A shall be deleted and replaced with the following:
  - "(ii) In addition, Supplier shall supply or cause one or more of its Affiliates to supply EarthEra RECs in an amount sufficient to enable the Compact to state that 100 percent of its resource portfolio for All Requirements Power supply derives from renewable or clean energy resources, in accordance with applicable DPU regulations as interpreted and/or applied by the DPU in the same or comparable contexts."

## 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:   
Name: Brian Landrum  
Title: President  
20455 State Highway 249,  
Suite 200, Houston, TX 77070 \_\_\_\_\_



Dated: 12/02/21

**CAPE LIGHT COMPACT**

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

Ms. Margaret Downey  
Administrator  
Cape Light Compact JPE  
261 Whites Path, Unit 4  
South Yarmouth, MA 02664

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



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

**NEXTERA ENERGY SERVICE MASSACHUSETTS, LLC**



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

Dated: 12/02/21

**CAPE LIGHT COMPACT**

By: Margaret A. Downey

Ms. Margaret Downey  
Administrator  
Cape Light Compact JPE  
261 Whites Path, Unit 4  
South Yarmouth, MA 02664

Dated: 12/2/2021

**ATTACHMENT A**

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