

**FIRST AMENDMENT  
TO  
COMPETITIVE ELECTRIC SUPPLY AGREEMENT**

This First Amendment Agreement ("Amendment") is made effective as of January 11, 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 Competitive Electric Supply Agreement effective October 22, 2014 ("Agreement"); and

WHEREAS, in connection with NextEra MA's pricing for the next delivery term set forth in Exhibit A to the Agreement, the parties desire to extend the term of the Agreement pursuant to Article 4.4 (Extension) and Article 17.5 (Entire Agreement; Amendments) of the Agreement.

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** - Section 4.1 (Term) of the Agreement is hereby replaced in its entirety with the following:

"This Agreement and the rights granted under it to Supplier shall commence on October 22, 2014 (the "Effective Date") and terminate on December 31, 2017, unless the Agreement is terminated before such date under the provisions of Article 4.2 (Termination). The term of this Agreement may be extended in accordance with the provisions of Article 4.4 (Extension)."

1.3 **Delivery Term** - Section 7.4 (B) (Term) of the Agreement is hereby replaced in its entirety with the following:

"Delivery of All-Requirements Power Supply will begin on the first Consumer meter read dates in December 2014, as specified in Exhibit A and will end on the last Consumer meter read dates in December 2017, unless extended or modified in accordance with Article 4.4. 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** - In accordance with Section 4.4 of the Agreement, 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.

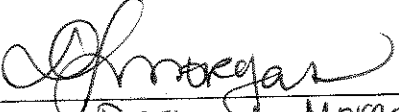
2.2 **Successors and Assigns** - This Amendment inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

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: Debra L. Morgan  
Title: Vice President  
Address: 20455 SH 249  
Houston, TX 77070



Dated: 1/11/2016

**CAPE LIGHT COMPACT**

By: Margaret J. Downey

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

Dated: 1/11/16

**EXHIBIT A**

**PRICES AND TERMS**

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

**[terms of Exhibit A  
to be provided separately under  
confidential cover]**