

January 21, 2014

VIA EMAIL and FEDERAL EXPRESS

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

RE: Modification of Competitive Electric Supply Agreement

Dear Ms. Downey:

The purpose of this letter is to document the agreement reached between the Cape Light Compact (“Compact”) and Consolidated Edison Solutions, Inc. (“ConEdison Solutions” or “Supplier”) regarding a modification of the remaining term of the Competitive Electric Supply Agreement between the Compact and ConEdison Solutions effective January 1, 2011, as previously amended January 10, 2013 (“Agreement”).

Pursuant to Section F of Exhibit A-2 to the Agreement, which provides that:

[t]he Compact may elect to convert to a fixed price for residential and small commercial customers at any time for (i) the remainder of the Agreement; or (ii) any of the remaining pricing periods, at a price to be negotiated by the Compact and Supplier, **provided that**, for such period as the Compact elects to convert to a fixed price, Supplier shall not be obligated to meet the pricing terms set forth in Section C, above. In the event that the Compact wishes to convert to a fixed price that does not extend through the term of the Agreement, the parties agree to negotiate in good faith as to the Supplier’s pricing obligations for any remaining non-fixed price pricing periods,

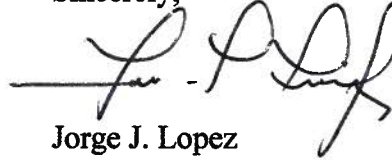
the Compact and ConEdison Solutions have agreed to modify the Agreement by converting to a fixed price for residential, small commercial, and industrial customers as described in Exhibit A-3 (attached) for 11 months, commencing on the first Consumer (as such term is defined in the Agreement) meter read dates in January 2014, and ending on the last Consumer meter read dates in December 2014.

In addition, pursuant to Section 17.5 of the Agreement (Entire Agreement; Amendments), the Compact and ConEdison Solutions have agreed to modify the term of the Agreement to expire on December 31, 2014.

This letter agreement is intended to be binding and enforceable by both the Compact and ConEdison Solutions. By signing this letter agreement, the Compact confirms its commitment to be bound by the terms set forth above. This letter agreement will become effective upon execution by the Compact. Please return one fully executed original signature page of this letter agreement to ConEdison Solutions at the address shown below.

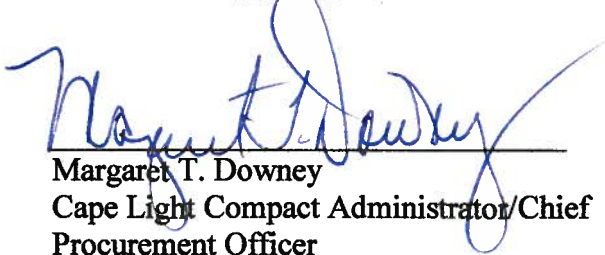
The parties intend to give the new pricing exhibit confidential treatment and exempt the exhibit from public records disclosure pursuant to G.L. c. 4 §7, cl. 26(s).

Sincerely,



Jorge J. Lopez
President and Chief Executive Officer

ACCEPTED AND AGREED:



Margaret T. Downey
Cape Light Compact Administrator/Chief
Procurement Officer
As authorized by the Barnstable County
Commissioners

(insertion of historical pricing)

The pricing exhibit for this power supply contract is redacted because it contains confidential and competitively sensitive information and/or proprietary pricing strategies and is exempt from public records disclosure pursuant to Massachusetts General Laws, Chapter 4 Section 7, cl. 26(s) (energy related trade secrets or confidential information).

The Table below shows actual historical pricing for each pricing period during the duration of the contract, separated by rate class. All rates are shown in cents per kilowatt hour.

<u>Term Start</u>	<u>Term End</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
January 2014	July 2014	9.09	9.09	11.27
July 2014	September 2014	9.09	9.09	7.95
September 2014	December 2014	8.892	8.892	7.752

Definitions:

Term Start is the month of the first meter read of the pricing term

Term End is the month of the last meter read of the pricing term

Residential rate includes rate codes R-1, R-2, R-3, R-4, R-5, R-6

Commercial rate includes rate codes G-1, G-4, G-5, G-6, G-7, S-1

Industrial rate includes rate codes G-2 and G-3

(end of insertion)

CONFIDENTIAL AND PRIVILEGED

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

EXHIBIT A-3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONFIDENTIAL AND PRIVILEGED

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

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CONFIDENTIAL AND PRIVILEGED

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

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

CONFIDENTIAL AND PRIVILEGED

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]