

December 31, 2015

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 Exhibit A to 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 price terms for the remaining term of the Competitive Electric Supply Agreement effective October 28, 2014 ("Agreement") between the Compact and ConEdison Solutions.

Pursuant to Article 17.5 of the Agreement (Entire Agreement; Amendments) and Section K of Exhibit A to the Agreement, the Compact and ConEdison Solutions have agreed to modify the price terms as set forth in Exhibit A-1(attached) for the remaining term of the Agreement. This Exhibit A-1 shall replace Exhibit A to the Agreement.

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.

Sincerely,



Jorge J. Lopez
President and Chief Executive Officer

ACCEPTED AND AGREED:



Margaret T. Downey
Cape Light Compact Administrator

EXHIBIT A-1

- A. Consolidated Edison Solutions, Inc. ("Supplier") is obligated under the Competitive Electric Supply Agreement effective as of October 28, 2014 ("Agreement") between Supplier and the Cape Light Compact ("Compact") to provide All-Requirements Power Supply and other related services to the Compact's residential Consumers, commencing on the first Consumer meter read dates in December 2014 and ending on the last Consumer meter read dates in January 2017. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.
- B. This Exhibit A-1 governs the term of All-Requirements Power Supply and other related services to the Compact's residential Consumers commencing on the first Consumer meter read dates in January 2016 and ending on the last Consumer meter read dates in January 2017.
- C. Supplier's retail pricing for residential Consumers for the term specified in Section B shall be \$0.09613/kWh. For the purposes of this Section C, "Supplier's retail pricing" includes collection of \$.001 per kWh for the Compact's Operational and Reserve Fund in accordance with Article 15.3 of the Agreement and all costs to comply with the Massachusetts Renewable Energy Portfolio Standard requirements under G.L. c. 25A §11F. Supplier's retail pricing also represents a mutually agreed upon settlement by the Compact and the Supplier so that there will be no price reconciliation upon the end of the term of the Agreement.
- D. Upon mutual agreement of the Supplier and the Compact, and in accordance with the REC Resale Agreement between Supplier and Compact effective December 12, 2014, Supplier will purchase RECs from the Compact for purposes of meeting any portion of Supplier's RPS obligation associated with All-Requirements Power Supply.
- E. Supplier's retail pricing for residential Consumers in Section C does not include any applicable taxes.
- F. Pricing disputes shall be resolved in accordance with Article 12.2 (Dispute Resolution) of the Agreement.