



Delegated Green
Bandout *Ag D*
Jorge J. Lopez
President & Chief Executive Officer
11/2/16

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/BJM
Jorge J. Lopez
President and Chief Executive Officer

ACCEPTED AND AGREED:

Margaret T. Downey

Margaret T. Downey
Cape Light Compact Administrator

**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."

CAPE LIGHT COMPACT

By: Margaret A. Downey

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

Dated: 1/11/16