

– TERMS AND CONDITIONS OF GREENUP SERVICE –

Community Energy, Inc. (CEI) offers National Grid electric customers (formerly Massachusetts Electric, Nantucket Electric, and Narragansett Electric) the choice to purchase Renewable Energy Credits generated through pollution-free and environmentally superior resources, specifically wind and hydropower, from within the Northeast region. Community Energy, Inc. is licensed by the Massachusetts Department of Telecommunications and Energy (MDTE) to offer GreenUp Service in National Grid's service territories. We, us, or our refers to Community Energy, Inc. You or yours refers to the customer. Your electric supplier refers to National Grid, the company that serves you your electricity. This is an agreement between CEI and you for the purchase of wind-and-hydro generated Renewable Energy Credits and delivered to the NEPOOL power grid (i.e., the New England Electric Grid) on your behalf. Under this Agreement, National Grid will continue to deliver your electricity, send your monthly bill, and provide customer service, including energy-related emergency response. Signing up for this product does not interfere with your pre-existing service from your electric company, and all costs associated with your purchase are in addition to your regular bills for electricity supply and delivery services. These Terms and Conditions govern your purchase of GreenUp Service from us. Please keep a copy for your records.

GreenUp Service: You may only choose one GreenUp Service product from us during the term of this agreement. We agree to provide you with a wind and hydro product during the term of this agreement. After the term of this agreement is completed, you may continue to purchase a wind and hydro product, if available, or choose another GreenUp Service product from us. You may take GreenUp Service from another GreenUp Service Supplier by choosing a GreenUp Service product from that GreenUp Service Supplier.

Product Mix and Price: The price for Community Energy's wind and hydro GreenUp product is 2.40 cents per kilowatt-hour (kWh) for the 100% option, or 1.20 cents per kWh for the 50% option applied to all of your kilowatt-hour consumption depending on which option you chose. The Product Mix for Community Energy's wind and hydro product is as follows: 30% wind/70% small-hydro generation for the 100% of usage option, and 15% wind/35% small-hydro for the 50% of usage option. This price is your exclusive and only charge for GreenUp Service, but does not include any applicable taxes, which are billed separately on your monthly bill from your electric supplier. You are also responsible for paying your electric suppliers retail delivery service and generation service charges.

Annual Delivery Arrangements: An arrangement will be made by CEI on your behalf for the delivery of Renewable Energy Certificates produced from wind-generation and hydro-electric facilities in the Northeast region to the NEPOOL Grid in the amount of your annual purchases. The production of electricity from wind and hydro sources varies daily and seasonally, so that the amount of wind-and-hydro generated electricity in the supply can vary with production from one month to the next. Annually, the total amount of wind and hydro energy delivered will total the amounts purchased.

GreenUp Service Price and Product Mix Changes: We may change the price or product mix for GreenUp Service product[s] by providing you thirty (30) days prior written notice of the price or product mix change. If we do so and you do not wish to pay the new price or accept the new product mix for our GreenUp Service product[s], you may terminate GreenUp Service by notifying us at 1-866-946-3123.

Term: Contingent upon available supply, GreenUp Service shall begin five days after we send notification of your enrollment to you and shall continue until, your account falls into arrears, or you decide to cancel GreenUp Service by notifying us at 1-866-946-3123. You may cancel GreenUp Service at any time without penalty.

Billing: You will continue to receive a single bill from National Grid that will contain your electric charges, our GreenUp charges, billing terms and conditions and other information required by law. Bills will be due according to National Grid's billing schedule.

Limits on Warranty and Damages: You understand and agree that there are no warranties, either express or implied, associated with the GreenUp Service sold hereunder. We will bear no liability to you or any third party for consequential, punitive, incidental, special, or other indirect damages.

Assignment: We may assign this agreement to another GreenUp Service Supplier with the consent of your electric supplier. We will provide you with thirty (30) days notice of any assignment. Any such assignment will not affect these Terms and Conditions.

Cancellation Policy: National Grid will cancel your participation in the GreenUp program if you choose an alternate GreenUp supplier, or if your account falls into sixty days of arrears. Community Energy will make its best effort to re-enroll you in the GreenUp program once your account returns to good standing. You or we may cancel this renewable energy agreement and discontinue charges and services on thirty (30) days notice for any reason without penalty. You may cancel by calling us at 1-866-946-3123, or by writing to us at Community Energy, Inc., 3 Radnor Corporate Ctr., Suite 300, 100 Matsonford Rd., Radnor, PA 19087. Cancellation of this agreement will not cause the termination of your electric service.

Questions and Disputes: If you have any questions, concerns, complaints or a dispute regarding Community Energy' renewable energy product, or any of these Terms and Conditions, please contact us. You may also contact the Massachusetts Office of Dispute Resolution (MODR) for mediation services and to resolve disputes concerning our contractual relationship with you.

Community Energy Contact Information: 3 Radnor Corporate Ctr., Suite 300, 100 Matsonford Rd., Radnor, PA 19087. Phone: 1-866-946-3123. Website: www.communityenergyinc.com. For electric-related emergencies, such as power outages, please call National Grid at 1-800-465-1212.

Other Provisions: All matters affecting the interpretation of this Agreement shall be governed by and construed according to the laws of the State of Massachusetts. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND NO OTHERS SHALL BE HONORED. Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement.