

– TERMS AND CONDITIONS OF GREENUP SERVICE –

Community Energy, Inc. (CEI) offers National Grid customers the choice to purchase Renewable Energy Certificates generated through pollution-free and environmentally preferable resources, specifically wind and hydro power. This is an agreement between CEI and the customer, for the purchase of wind-generated or wind-and-hydro generated Renewable Energy Certificates.

Under this Agreement, National Grid remains as your electricity provider and 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 existing service from National Grid, and all costs associated with your purchase are in addition to your standard rates for electricity supply and delivery services.

**Wind and Hydro-Power 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 pursuant to the Environmental Disclosure rules administered by the New York State Public Service Commission in the amount of your annual purchases. The production of electricity from wind and hydro sources varies daily and seasonally, so 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 Renewable Energy Certificates delivered to your account will total the amounts purchased. In the event that in any year sufficient wind-and-hydro generation is not available to supply your account, you will be billed the lesser amount equal to the amount of wind-and-hydro energy actually included in your account.

**Billing and Payment:** Your renewable energy charge will appear as a line item on your regular National Grid electric bill. You agree to pay the renewable energy charge shown below for the generation supply you purchased:

60% Wind/40% Hydro: Adds 1.6 cents per kilowatt-hour based on actual usage

100% Wind: Adds 2.5 cents per kilowatt-hour based on actual usage

These charges are in addition to your standard National Grid electricity delivery and supply charges for all of your monthly electricity usage. The monthly renewable energy charges will vary with your actual electricity use each month, just as your standard electricity billing varies month to month. The premium for renewable energy will not change over time unless we notify you in writing.

**Cancellation Policy:** National Grid or CEI may cancel your participation in the National Grid GreenUp program if you choose an alternate GreenUp supplier, or if you fail to make any payments within sixty (60) days of when due or if you otherwise breach the terms of this Agreement. CEI may re-enroll you in the National Grid GreenUp program once your account returns to good standing. You may cancel this agreement on ten 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., Three Radnor Corporate Center, 100 Matsonford Road, Suite 300, Radnor, PA 19087.

**Community Energy Contact Information:** Three Radnor Corporate Center, 100 Matsonford Road, Suite 300, Radnor, PA 19087. Phone: 1-866-946-3123. Website: [www.communityenergyinc.com](http://www.communityenergyinc.com). **For electric-related emergencies such as power outages, please contact National Grid Customer Service directly at 1-800-867-5222.**

**Other Provisions:** All matters affecting the interpretation of this Agreement shall be governed by and construed according to the laws of the State of New York. CEI DISCLAIMS ALL WARRANTIES WITH RESPECT TO ITS SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CEI BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY, OR FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT. CEI'S MONETARY LIABILITY SHALL NOT EXCEED \$1,000. 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.