

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

1. Applicability

1A. The following Terms and Conditions shall apply to every GreenUp Service Supplier authorized to do business within the Commonwealth of Massachusetts and the Company's service territory, and to every Customer doing business with said GreenUp Service Supplier.

1B. Nothing in these Terms and Conditions shall be construed to affect the Distribution Company's obligations under the Distribution Company's Terms and Conditions for Distribution Service, or the Distribution Company's Tariff for Default Service, in each case as revised, amended, supplemented, or supplanted in whole or in part from time to time pursuant to the procedures established in M.D.P.U. regulations and Massachusetts law.

1C. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time pursuant to the procedures established in M.D.P.U. regulations and Massachusetts law. In the case of a conflict between these Terms and Conditions and any orders or regulations of the M.D.P.U., said orders or regulations shall govern. In the event of: (i) a change in Massachusetts law or M.D.P.U. regulations that, in the Company's sole judgment, adversely affects the provision of GreenUp Service as set forth in these Terms and Conditions or (ii) in the event that twenty percent (20%), in the aggregate, of the Company's Customers currently taking Distribution Service under the Company's residential rates select a Competitive Supplier to provide generation service, the Company will institute a review of GreenUp Service with interested parties to evaluate the need for the continuation of GreenUp Service.

1D. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary hereto. Any such modification to these Terms and Conditions or any such promise contrary hereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the M.D.P.U., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.P.U.

2. Definitions

Any capitalized term used in these Terms and Conditions and not otherwise defined herein shall have the meaning ascribed to it in the M.D.P.U.'s regulations at 220 C.M.R. *et seq.*

and 225 C.M.R. §14.00 *et seq.* or in the New England Power Pool Generation Information System Operating Rules.

“Company Environmental Disclosure Statement” shall mean a statement or label provided by the Company to the Customer containing the information required by 220 C.M.R. §11.00.

“Competitive Supplier” shall mean any entity licensed by the M.D.P.U. to sell electricity to retail customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Default Service to its distribution customers, and (2) a municipal light department that is acting as a distribution company.

“Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who: (i) obtains Distribution Service at a Customer Delivery Point under the Company’s residential rates or G-1 rate, (ii) is a customer of record of the Company, and (iii) is receiving Default Service from the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Default Service” shall mean the service provided by the Distribution Company pursuant to the provisions set forth in the Distribution Company's tariff, on file with the M.D.P.U.

“Distribution Company” or “Company” shall mean Massachusetts Electric Company or Nantucket Electric Company.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“DOER” shall mean the Massachusetts Division of Energy Resources.

“EBT Working Group Report” shall mean the most recently revised version of the report initially submitted by the Electronic Business Transaction (“EBT”) Standards Working Group on October 9, 1997 and any other applicable EBT Working Group standards published under the direction of the EBT Working Group (e.g., on the EBT Working Group Website or the successor website). The Report shall be on file at the M.D.P.U. Although the transactions contained in the EBT Working Group Report were originally conceived as the medium of data exchange between the Distribution Company and Competitive Suppliers, reference to the EBT Working Group Report in these Terms and Conditions is for the express purpose of using the transactions contained in the EBT Working Group Report as the vehicles for effectuating the transactions described in these Terms and Conditions.

“Enrollment period” shall mean, for a particular Customer, the period of time during which a GreenUp Service Supplier may submit an enrollment transaction to a Distribution Company for initiation of GreenUp Service concurrent with the start of the Customer’s next billing cycle.

“GIS” shall mean the New England Power Pool Generation Information System.

“GreenUp Service” shall mean the program under which GreenUp Service Supplier will sell RECs to Customers who are provided Default Service by the Company, or promote donations by such Customers to the MTC, and will purchase on the behalf of Customers or the MTC the number of RECs equal to the GreenUp Service Supplier’s billed REC obligation. The Company will perform the functions necessary to bill and account for the RECs, and GreenUp Service Supplier will inform Customers of their ability to claim a charitable deduction on their federal income tax returns for donations to the MTC to be used by the MTC for the purchase of RECs, if the GreenUp Service Supplier offers this service.

“GreenUp Service Environmental Disclosure Statement” shall mean a statement or label provided by the GreenUp Service Supplier to the Customer in lieu of the Company Environmental Disclosure Statement provided by the Company to the Customer, prepared in accordance with Appendix A to these Terms and Conditions.

“GreenUp Service Supplier” shall mean any entity selling RECs to Customers and purchasing RECs on behalf of Customers in Massachusetts pursuant to these Terms and Conditions.

“M.D.P.U.” shall mean the Massachusetts Department of Public Utilities.

“M.T.C.” shall mean the Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative.

“Proper Authorities” shall mean the M.D.P.U., the DOER, the Attorney General of the Commonwealth of Massachusetts, and the MTC, the MTC to the extent that a GreenUp Service Supplier participates in the MTC’s Massachusetts Cleaner Energy Choice Program.

“Quarterly Billed Obligation” shall mean the RECs billed to Customers in any given quarter, as adjusted for transmission and distribution losses, using the methodology set forth in Appendix A to these Terms and Conditions.

“REC” shall mean Renewable Energy Certificate, which shall be: (i) one one-thousandth (1/1000th) of a GIS certificate from a generator that has received a Statement of Qualification from the DOER designating said generator as a qualified New Renewable Generation Unit pursuant to 225 C.M.R. §14.00 (“RPS REC”), (ii) one one-thousandth (1/1000th) of a GIS certificate from a generator that is eligible under the New England region-specific portions of the Green-e Standard for Electricity Products (II. Qualifying Sources of Renewable Generation), as established by the Center for Resource Solutions and found at http://www.green-e.org/ipp/standard_for_marketers.html (“Market REC”), or (iii) both RPS REC and Market REC. The definition for Market REC does not encompass the Green-e Tradable Renewable Certificate Certification Standard, also established by the Center for Resource Solutions and found at http://www.green-e.org/pdf/trc_standard.pdf. RECs transferred through the GreenUp

Service program represent all of the value, attributes, and credits of the associated unit of energy. Specifically, RECs will not be eligible for inclusion in the GreenUp Service program if the associated emissions credits or emission allowances have been or are scheduled to be sold in a separate market.

“Retail Access Date” shall mean March 1, 1998.

“RPS” shall mean the Massachusetts Renewable Energy Portfolio Standard, codified at 225 C.M.R. §14.00, as established and administered by the DOER pursuant to M.G.L. c. 25A, §11F.

“Terms and Conditions” shall mean these Terms and Conditions for GreenUp Service, applicable to GreenUp Service Suppliers.

“Trading Period” shall have the meaning set forth in the GIS Operating Rules.

3. Obligations of the Parties

3A. Customer

A Customer shall select one GreenUp Service Supplier per account at any given time, or authorize an agent to make the selection for the Customer. The Customer must provide the selected GreenUp Service Supplier with the information necessary to allow the GreenUp Service Supplier to initiate GreenUp Service, in accordance with Section 5B below.

3B. Distribution Company

The Company shall:

- (1) Read meters;
- (2) Submit bills to Customers for the GreenUp Service Supplier’s sale of the RECs to the Customer;
- (3) Address billing inquiries for GreenUp Service;
- (4) Account for the RECs billed to each Customer receiving GreenUp Service;
- (5) Process EBTs submitted by GreenUp Service Suppliers and send the necessary EBTs to GreenUp Service Suppliers, in accordance with Section 3C(6), Section 4, and Section 5 below, and the rules and procedures set forth in the EBT Working Group Report;

- (6) Coordinate the accounting of the RECs with GIS and perform the record-keeping functions necessary to transmit Customer tax-deductible billing reports to GreenUp Service Suppliers, if applicable;
- (7) Send quarterly activity reports specifying each GreenUp Service Supplier's Quarterly Billed Obligation, deposits of GIS certificates into each GreenUp Service Supplier's account, net balance of RECs in each GreenUp Service Supplier's subaccount, and revenues billed and collected by the Company for each GreenUp Service Supplier, together with any adjustments to those revenues, to GreenUp Service Suppliers prior to the start of the subsequent Trading Period, as described in Section 6B below; and
- (8) Send to GreenUp Service Suppliers, on a quarterly basis, the information necessary for GreenUp Service Suppliers to create GreenUp Service Environmental Disclosure Statements.

3C. GreenUp Service Supplier

- (1) GreenUp Service Supplier shall be required to apply for and receive an electricity broker license pursuant to the procedures set forth in 220 C.M.R. §11.00 prior to the initiation of GreenUp Service to any Customer in the Company's service territory.
- (2) GreenUp Service Supplier shall be required to execute a standard service agreement ("Service Agreement") with the Company.
- (3) GreenUp Service Supplier shall be required to complete testing of the transactions included in the EBT Working Group Report prior to the initiation of GreenUp Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the EBT Working Group Report.
- (4) GreenUp Service Supplier shall purchase RECs in quantities sufficient to meet the commitments outlined in Section 6 below for Customers who are purchasing GreenUp Service.
- (5) GreenUp Service Supplier shall deliver RECs to the Company at such times and in such quantities sufficient to meet the commitments outlined in Section 6 below. GreenUp Service Supplier's obligation to deliver RECs in accordance with Section 6 shall not be reduced, cancelled, or otherwise affected by Customer's nonpayment for GreenUp Service; provided, however, that pursuant to Section 5C(1) below of these Terms and Conditions, GreenUp Service Supplier shall have the right to

terminate GreenUp Service to a Customer for, among other things, such Customer's nonpayment for GreenUp Service.

- (6) GreenUp Service Supplier shall obtain the necessary authorization from each Customer prior to initiating GreenUp Service to the Customer. Such authorization shall be in accordance with St. 1997, c. 164, §193 (M.G.L. c. 164, §1F(8)(a)), 220 C.M.R. §11.05, and M.D.P.U. 01-54-B (II.D. Electronic Customer Authorizations).
- (7) GreenUp Service Supplier shall obtain the necessary authorization from each Customer prior to submitting a request to the Company for the release of the Company's historic usage information specific to that Customer to such GreenUp Service Supplier. Such authorization shall be in accordance with 220 C.M.R. §11.05 and take one of the following forms: (i) a Customer-signed letter of authorization; (ii) third-party verification; (iii) an electronic customer authorization, in accordance with M.D.P.U. 01-54-B (II.D. Electronic Customer Authorizations), or (iv) the completion of a Customer-initiated call to an independent third-party.
- (8) GreenUp Service Supplier shall be solely responsible for responding to Customer questions related to GreenUp Service Supplier's obligations under these Terms and Conditions, the Service Agreement, and any related agreements.
- (9) GreenUp Service Supplier may not require Customers to participate in GreenUp Service for a fixed term or length of time or to purchase a minimum number of RECs. Upon termination of GreenUp Service by either Customer or GreenUp Service Supplier, GreenUp Service Supplier may not assess a termination fee or other penalty to such Customer.
- (10) GreenUp Service Supplier may not require Customers receiving GreenUp Service to post deposits with GreenUp Service Supplier or assess Customers any charges, fees, or penalties beyond the charges for GreenUp Service reflected on the billings by the Company to the Customer for GreenUp Service.
- (11) If GreenUp Service Supplier has qualified for participation in the MTC's tax deductible donation program, reports to Customers regarding the amount of tax deductible billings for any qualified product offerings shall be provided as required under the terms of the agreement between GreenUp Service Supplier and the MTC.

4. Customer Usage Information to be Made Available to GreenUp Service Suppliers

The Company shall provide twelve months of a Customer's historic usage data to a GreenUp Service Supplier, provided that the GreenUp Service Supplier has received the appropriate authorization in accordance with Section 3C(6) above. The information shall be provided via the appropriate EBT transaction.

5. GreenUp Service Options; Initiation and Termination of GreenUp Service

5A. Options for GreenUp Service

Each GreenUp Service product offered to Customers by GreenUp Service Suppliers shall be based on the following options: (i) RECs corresponding to fixed blocks of energy consumption ("Fixed Block Option") or (ii) RECs corresponding to percentages of actual energy consumption ("Percentage of Energy Option"). For each GreenUp Service product offered to Customers, the GreenUp Service Supplier shall inform the Company of: (i) the percentage of RPS RECs and Market RECs included in that particular GreenUp Service product offering, disaggregated to a level of detail sufficient to determine whether the GreenUp Service Supplier has provided the required Generation Attribute mix corresponding to that product offering and (ii) the percentage of tax deductibility that the GreenUp Service Supplier has arranged with the MTC for that GreenUp Service product offering, if applicable.

- (i) **Fixed Block Option** – GreenUp Service Supplier offers Customers products based on blocks of RECs. The size of the individual blocks will be determined by each GreenUp Service Supplier. For this option, the quantity of RECs provided by GreenUp Service Supplier to the Company would be the lesser of: (a) the block amount or (b) the Customer's billed consumption.
- (ii) **Percentage of Energy Option** – GreenUp Service Supplier offers Customers different prices per kilowatt-hour applied to all billed consumption based on the following options: (a) purchase of RECs equal to twenty-five percent (25%) of billed consumption; (b) purchase of RECs equal to fifty percent (50%) of billed consumption; (c) purchase of RECs equal to seventy-five percent (75%) of billed consumption; or (d) purchase of RECs equal to one-hundred percent (100%) of billed consumption. For any GreenUp Service Supplier product offering based upon this option, the percentage of RECs contained in that product offering shall be no less than twenty-five percent (25%).

5B. Initiation of GreenUp Service

To initiate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. The GreenUp Service Supplier

shall hold the “enroll customer” transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the GreenUp Service Supplier a “successful enrollment” transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. GreenUp Service shall commence on the date of the Customer’s next scheduled meter read, provided that the GreenUp Service Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted the enrollment transaction at least two business days before the meter read date, GreenUp Service shall commence on the date of the Customer’s subsequent meter read.

If a second GreenUp Service Supplier submits an “enroll customer” transaction for the same Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the Customer’s next enrollment period.

5C. Termination of GreenUp Service

(1) Termination Initiated by the GreenUp Service Supplier

To terminate GreenUp Service with a Customer, the GreenUp Service Supplier shall submit a “supplier drops customer” transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. GreenUp Service shall be terminated on the date of the Customer’s next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer’s subsequent scheduled meter read. The Distribution Company shall send a “confirm drop date” transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. GreenUp Service Supplier shall have the right, in its sole discretion, to terminate GreenUp Service to a Customer for any reason pursuant to these Terms and Conditions.

(2) Termination Initiated by Customer

To terminate GreenUp Service with a GreenUp Service Supplier, a Customer may inform either the Distribution Company or the GreenUp Service Supplier. If the Customer informs the Distribution Company directly, GreenUp Service to the Customer shall be terminated within two business days. The Distribution Company shall send a “customer drops supplier” transaction to the GreenUp Service Supplier,

in accordance with the rules and procedures set forth in the EBT Working Group Report.

If the GreenUp Service Supplier informs the Distribution Company of the Customer's desire to terminate GreenUp Service, the GreenUp Service Supplier shall send a "supplier drops customer" transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. The Customer's GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Distribution Company shall send a "confirm drop" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

(3) Customer Switches GreenUp Service Supplier

In those instances when a Customer who is receiving GreenUp Service from an existing GreenUp Service Supplier initiates GreenUp Service with a new GreenUp Service Supplier, the Distribution Company shall send the existing GreenUp Service Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report.

(4) Customer Leaves Default Service

GreenUp Service to a Customer shall be terminated automatically and the Company shall send a "customer drops supplier" transaction when a Customer leaves Default Service for any reason, including but not limited to the following: (i) the Customer selects a Competitive Supplier to provide Customer's generation service; or (ii) the Customer moves out of the Distribution Company's service territory.

5D. Customer Moves

A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that Customer seeks to continue GreenUp Service with Customer's existing GreenUp Service Supplier. Upon such notification, the Distribution Company shall send a "customer move" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

Should a customer move into a Distribution Company's service territory, the Customer's existing GreenUp Service Supplier must submit an "enroll customer" transaction to the new Distribution Company in order to initiate GreenUp Service for the Customer.

5E. Other Provisions

Distribution Companies and GreenUp Service Suppliers shall send "change enrollment detail" transactions to change any information included in the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Working Group Report.

If any of the transactions described in these Terms and Conditions are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the GreenUp Service Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Working Group Report.

6. GreenUp Service Supplier Purchase and Delivery Obligations; Reporting; REC Deficiency; Environmental Disclosure Statements

6A. GreenUp Service Supplier's Delivery of RECs; Accounting

On behalf of each GreenUp Service Supplier, the Company shall establish one or more GIS subaccounts to track and account for the RECs required to be delivered by each GreenUp Service Supplier to the Company. The Company shall calculate the GreenUp Service Supplier's Quarterly Billed Obligation within each subaccount and compare that total to the RECs delivered by each GreenUp Service Supplier to the Company. Delivered RECs shall be deposited into GreenUp Service Supplier's subaccount(s) as directed by the GreenUp Service Supplier. Each GreenUp Service Supplier shall be responsible for providing sufficient RECs to comply with its agreements with its Customers and all applicable regulatory requirements, and, subject to those requirements, shall retain the discretion to provide to the Company greater or fewer quantities of RECs during a given Trading Period than required to meet GreenUp Service Supplier's Quarterly Billed Obligation. By the close of such Trading Period, the Company shall deposit into each GreenUp Service Supplier's subaccount(s) the number of RECs actually delivered by GreenUp Service Supplier to the Company during the Trading Period. The GreenUp Service Supplier's REC deliveries and Quarterly Billed Obligation will be used to develop the GreenUp Service Environmental Disclosure Statement in accordance with Appendix A to these Terms and Conditions. The GreenUp Service Supplier shall be solely responsible for assuring that sufficient RECs are delivered to each of its subaccounts to meet its contractual obligations to its Customers.

6B. Reporting

The Company shall provide to each GreenUp Service Supplier a report, in electronic form, of activity generated from GreenUp Service Supplier's subaccounts on a quarterly basis, as described in Section 3B(7) above. The subaccount activity report shall be provided prior to the start of each Trading Period and shall include load information pertaining to GreenUp Service Supplier through the prior calendar quarter corresponding to such Trading Period. In providing load information to the GreenUp Service supplier, the Company shall not be responsible to the GreenUp Service Supplier for any estimating errors associated with the load information nor for any costs, revenue losses, or other losses or damages suffered by GreenUp Service Supplier in connection with such estimating errors.

In addition, the Company will provide quarterly reports of each GreenUp Service Supplier's subaccount activities to the Proper Authorities with a request that the information be treated on a confidential basis under the regulations governing the Proper Authorities. Where possible, the subaccount activity reports for each GreenUp Service Supplier submitted to the Proper Authorities shall be based on aggregate data within each subaccount without identification of the Customers served by specific GreenUp Service Suppliers.

6C. Disqualification in the Event of REC Deficiency

If GreenUp Service Supplier commits a material breach of this Section 6 as determined by a Proper Authority, such GreenUp Service Supplier shall be barred from providing GreenUp Service in the future, the Company shall discontinue the performance of its GreenUp Service obligations to the breaching GreenUp Service Supplier, and the Company will notify the other Proper Authorities of the GreenUp Service Supplier's failure to meet its commitments. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or other losses or damages suffered by the GreenUp Service Supplier as a result of the GreenUp Service Supplier's disqualification or the Company's discontinuance.

6D. Responsibilities for REC Deficiency

The Company shall not be responsible to the Customer or the GreenUp Service Supplier for any deficiency between the GreenUp Service Supplier's REC obligations pursuant to this Section 6 and the quantity of RECs actually delivered by the GreenUp Service Supplier to the Company.

6E. Environmental Disclosure Statements

GreenUp Service Supplier shall provide, on a quarterly basis, GreenUp Service Environmental Disclosure Statements to each Customer receiving GreenUp Service that describes the RECs purchased or estimated to be purchased on behalf of the Customer and the effect of the Customer's GreenUp Service participation on the fuel sources

included in the resource portfolio used to serve such Customer. The GreenUp Service Environmental Disclosure Statements shall be in accordance with 220 C.M.R. §11.00 and shall incorporate all of the information disclosures that the Company would ordinarily include in its Company Environmental Disclosure Statements provided to Customers, as set forth in Appendix A. The Company will continue to provide Company Environmental Disclosure Statements to Customers not participating in GreenUp Service, such Company Environmental Disclosure Statements to be based upon the resource portfolio used to serve the Company's Default Service Customers, also as set forth in Appendix A.

7. Distribution Service Interruption

Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in its Terms and Conditions for Distribution Service. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's GreenUp Service Supplier of record upon final billing to the Customer. Upon the discontinuance of Distribution Service to a Customer, the provision of GreenUp Service to the Customer shall also be terminated and a new enrollment transaction shall be required to reinstate GreenUp Service. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or any other losses or damages suffered by the GreenUp Service Supplier as a result of any such disconnection.

The Customer shall not be subject to disconnection of Distribution Service solely for the nonpayment of GreenUp Service.

8. Metering

8A. Meter Reading

The Company shall meter each Customer in accordance with the Company's tariff provisions.

8B. Ownership of Metering Equipment

Should a Customer or a GreenUp Service Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or GreenUp Service Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The

Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or GreenUp Service Supplier. The Company shall bill the Customer or GreenUp Service Supplier for the provision and installation of the meter or communication device upon installation of the meter or communication device.

9. Billing

9A. Billing Procedure

The Company shall issue a single bill for electric service and GreenUp Service to each Customer.

The Company shall use the pricing options and rates supplied by the GreenUp Service Supplier to calculate the GreenUp Service Supplier's portion of Customer bills, and integrate the billing relating to the GreenUp Service Supplier with the Company's own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. Customer revenue due to the GreenUp Service Supplier shall be transferred to the GreenUp Service Supplier in accordance with the Service Agreement entered into between the GreenUp Service Supplier and the Company.

A Customer's payment shall be allocated between the Company and the GreenUp Service Supplier in the following manner. The payment should first be allocated to the Company and GreenUp Service Supplier charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to Company and GreenUp Service Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.

No interest will accrue on Customer arrears associated with GreenUp Service.

The low-income guarantee shall not apply to the provision of GreenUp Service.

9B. Summary Billing

The Company has offered certain of the Company's Customers with multiple electric service accounts a Summary Billing option. Customers who have previously elected this option will have GreenUp Service charges included in their summary bill.

10. Fees

As approved by the M.D.P.U., the Company shall charge GreenUp Service Suppliers for the Company's reasonable administrative costs to administer GreenUp Service, which shall include, but not be limited to:

- (a) Incremental postage for separate mailing of marketing information about GreenUp Service, if applicable;
- (b) Reasonable administrative costs for tracking the GreenUp Service Supplier's REC obligations to Customers and GreenUp Service Supplier's delivery of RECs to the Company; and
- (c) Reasonable administrative costs for developing the information and billing systems necessary to implement GreenUp Service.

Any billing charges for such reasonable administrative costs that are owed by the GreenUp Service Supplier to the Company, which are included in Appendix B, will be billed to the GreenUp Service Supplier directly. The Company will provide estimates and details for said charges to the GreenUp Service Supplier prior to the commencement of GreenUp Service by a GreenUp Service Supplier.

11. Liability and Indemnification

The Company and the GreenUp Service Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties (including, but not limited to, the GreenUp Service Supplier's Customers, the Attorney General of the Commonwealth of Massachusetts, the DOER, and the Department) arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements. The Company and the GreenUp Service Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements.

Effective January 21, 2008

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS
AND PREPARING, DEFAULT SERVICE AND GREENUP SERVICE
ENVIRONMENTAL DISCLOSURE STATEMENTS

The implementation of GreenUp Service and the measurement of compliance of GreenUp Service Suppliers' commitments to Customers are achieved through the GIS and the Environmental Disclosure Statement consistent with the requirements of 220 C.M.R. §11.06. The following provisions set forth the protocol for: (1) calculating each GreenUp Service Supplier's Quarterly Billed Obligation for each of its GreenUp Service offerings and accounting for REC deposits into the GreenUp Service Supplier's subaccount; (2) developing the Company's Environmental Disclosure Statements for Default Service; (3) developing the GreenUp Service Environmental Disclosure Statement for each of the GreenUp Service Supplier's product offerings; and (4) complying with the Department's information disclosure requirements found at 220 C.M.R. §11.06.

1. Accounting for GreenUp Service Supplier's Quarterly Billed Obligation and REC Deposits into GreenUp Service Supplier's Subaccount

The accounting process begins with the determination of the GreenUp Service Supplier's sales of RECs at retail to its Customers. The Company will develop a separate product identification and subaccount for each product offering developed by each GreenUp Service Supplier with a separate subaccounts for Customers served under Default Service. The Company will provide at the end of each quarter a report to the GreenUp Service Supplier that includes the following information calculated on a current quarter and trailing four quarters basis for each such product offering made by the GreenUp Service Supplier:

- (a) The kilowatthours delivered to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses;
- (b) The RECs billed to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses (the latter figure is the GreenUp Service Supplier's Quarterly Billed

Obligation, which is the quantity of RECs that the GreenUp Service Supplier must deposit to meet the sales included in the subaccount);

- (c) The RECs deposited by the GreenUp Service Supplier in the subaccount;
and
- (d) Any excess or deficiency in the subaccount at the time of the report.

2. Developing the Environmental Disclosure Statement for Default Service without GreenUp Service

In order to implement GreenUp Service in a meaningful fashion, the Company has revised the methodology that it is using to develop its own Environmental Disclosure Statements for Default Service. The new methodology uses the GIS reporting system and assures that the environmental disclosures of the Company and the GreenUp Service Suppliers are consistent. This section of the Protocol sets forth the methodology that the Company is implementing on the effective date of the Terms and Conditions. An example is included as Attachment 1 to this Exhibit. The methodology is as follows:

- (a) The Company's total kilowatthours as a load serving entity, including Default Service, will be reported to it by the ISO and will be adjusted for transmission and distribution losses and included in a single main account. The certificates provided by the Companies wholesale suppliers of Default Service or purchased by the Company will be deposited into the main account;
- (b) The Default Service obligations as adjusted for transmission and distribution losses will be placed into separate subaccounts;
- (c) The GIS Certificates provided by Default Service wholesale suppliers will be deposited into the respective Default Service Subaccounts. The Company deposits sufficient RPS RECs into the subaccounts to assure compliance with the RPS regulations applicable to Default Service;
- (d) The GIS administrator assigns residual certificates to balance obligations and certificates in each of the subaccounts;
- (e) The Company then calculates its Environmental Disclosure Statement for Default Service based on the GIS certificates in the balanced subaccounts;
- (f) The Company demonstrates compliance with the DOER's RPS requirements for Default Service based on the RPS certificates in the balanced subaccounts; and

- (g) The Company complies with the remainder of the Department's Information Disclosure Requirements in 220 C.M.R §11.06 using information provided by the wholesale suppliers of Default Service or Company information as is the case today.

3. Developing the Environmental Disclosure Statement for Default Service with GreenUp Service

Under the Terms and Conditions, the GreenUp Service Supplier is obligated to prepare and mail the GreenUp Service Environmental Disclosure Statement and otherwise comply with the Department's disclosure regulations under 220 C.M.R. §11.06 when GreenUp Service is provided. This Section of the Protocol begins by setting forth the GreenUp Service Environmental Disclosure Statement, and then addresses the method of compliance for each section of the Department's Information Disclosure Requirements in 220 C.M.R. §11.06. An example showing the GreenUp Service Environmental Disclosure Statement process that will be followed by the Company and provided to the GreenUp Service Supplier is included as Attachment 2 to this Exhibit. That process will be as follows:

- (a) The subaccounts are established under section 1 of this Protocol for each of the GreenUp Service Supplier's product offerings provided to the Company's Default Service customers and under section 2(b) of this Protocol for the Default Service provided by the Company without GreenUp Service. In each quarter, the kilowatthours delivered to the GreenUp Service Supplier's Customers as adjusted for transmission and distribution losses are recorded as an obligation in the GreenUp Service Supplier's subaccount and are excluded from the Company's Default Service subaccount. Similarly, the kilowatthours delivered to all other customers supplied Default Service by the Company, but not taking GreenUp Service are included in the Company's Default Service subaccount. The sum of the subaccounts for Default Service, adjusted for transmission and distribution losses should equal 100 percent of the obligations associated with Default Service;
- (b) The GIS Certificates provided by the GreenUp Service Suppliers are deposited in the GreenUp Service Supplier's subaccounts as designated by that GreenUp Service Supplier;
- (c) The Company allocates the RPS RECs that it has procured either directly or through its wholesale suppliers of Default Service to all Default Service subaccounts of the Company and the GreenUp Service Suppliers based on the percentage of Default Service obligations that are included in each subaccount;

- (d) The Company allocates the GIS certificates, other than the RPS RECs, provided by its wholesale supplier Default Service to the Default Service subaccounts based on the percentage of obligations not otherwise met through paragraphs (b) and (c) in each subaccount to total Default Service obligations;
- (e) The GIS Administrator allocates Residual Certificates to balance the obligations and certificates in each subaccount;
- (f) The Company demonstrates compliance with the DOER's RPS requirements for both Default Service based on the RPS certificates in the balanced subaccounts of the Company and the GreenUp Service Suppliers;
- (g) The Company and each GreenUp Service Supplier calculate the Environmental Disclosure in each subaccount for the quarter using the data generated by the process set forth above. The GreenUp Service Supplier then prepares the GreenUp Service Environmental Disclosure Statement and complies with the Department's information disclosure requirements in accordance with the Department's regulations in 220 C.M.R. §11.06 using the procedure set forth below.

4. Complying with the Department's Information Disclosure Requirements

The Department's Information Disclosure Requirements were promulgated prior to the implementation of GIS, and do not address GreenUp Service Suppliers directly in the regulations. Accordingly, the following procedure will be used by the Company and GreenUp Service Suppliers to meet the Department's Information Disclosure Requirements:

- (a) Section 11.06(1). The GreenUp Service Supplier will be subject to the Department's Information Disclosure Requirements in the same manner as a competitive supplier and will be directly responsible for all Customers to whom it provides GreenUp Service. The Company will have no obligation to provide information disclosure to those customers receiving GreenUp Service and will not send quarterly labels to GreenUp Service customers, even though they continue to take Default Service.
- (b) Section 11.06(2)(a). The GreenUp Service Supplier will prepare the label for GreenUp Service using the information developed in this protocol. The GreenUp Service Supplier will also comply with the rules and regulations of the Attorney General. Because the GreenUp Service Supplier is not selling

the underlying electricity, the GreenUp Service Supplier need not obtain a license as a competitive supplier, but is required under section 3C (2) of the Terms and Conditions to obtain an electricity broker license.

- (c) Section 11.06(2)(b). The Company will provide the GreenUp Service Supplier price information for Default Service as that price information will appear on the Company's label for non-GreenUp Service customers. The GreenUp Service Supplier will add its price for RECs to the Default Service price provided by the Company and present it to the customer as a bundled service pursuant to section 11.06(2)(b)1.d.ii. The GreenUp Service Supplier shall include price variability information required under 11.06(2)(b)2 to the extent appropriate for its GreenUp Service offering.
- (d) Section 11.06(2)(c). The GreenUp Service Supplier will include its toll free number for customer service and complaints on the label.
- (e) Section 11.06(2)(d)(1). The Company and GreenUp Service Supplier shall develop its label using the information developed in sections 2 and 3 of this Protocol, which is developed "using market settlement data or equivalent data provided by the Independent System Operator" as required under Section 11.06(2)(d)1.a. The label reporting period shall be the most recent one year period for the Company in its labels to non-GreenUp Service Default Service customers. For its first year of operation, the GreenUp Service Supplier shall follow the procedure set forth under Section 11.06(2)(d)1.b and rely on "a reasonable estimate of its company resource portfolio" (determined by projected deposits of GIS certificates in the GreenUp Service Supplier's subaccount) for the first three months of its operation (Section 11.06(2)(d)1.b.ii), and after the first three months of operation, rely on the historic information that is available for the portion of the year that the GreenUp Service Supplier has operated to produce the label (Section 11.06(2)(d)1.b.i). The GIS shall be the exclusive method for determining the Company's and the GreenUp Service Supplier's portfolio for the label, and the provisions of Section 11.06(2)(d)1.c-f, covering known resources, system power, imports, and energy storage facilities shall apply to GreenUp Service and the Company's environmental disclosure label only to the extent that these resources are reflected in the GIS.
- (f) Section 11.06(2)(d)2. The GreenUp Service Supplier may disaggregate the GreenUp Service Supplier's resource portfolio into separate products using the subaccount methodology set forth in this Protocol. This approach meets the requirements of Section 11.06(2)(d)2.a because the disaggregation of the GreenUp Service Supplier's resource portfolio is "verified by the Independent

System Operator”, and thus the annual statement from an independent auditor is not required for GreenUp Service.

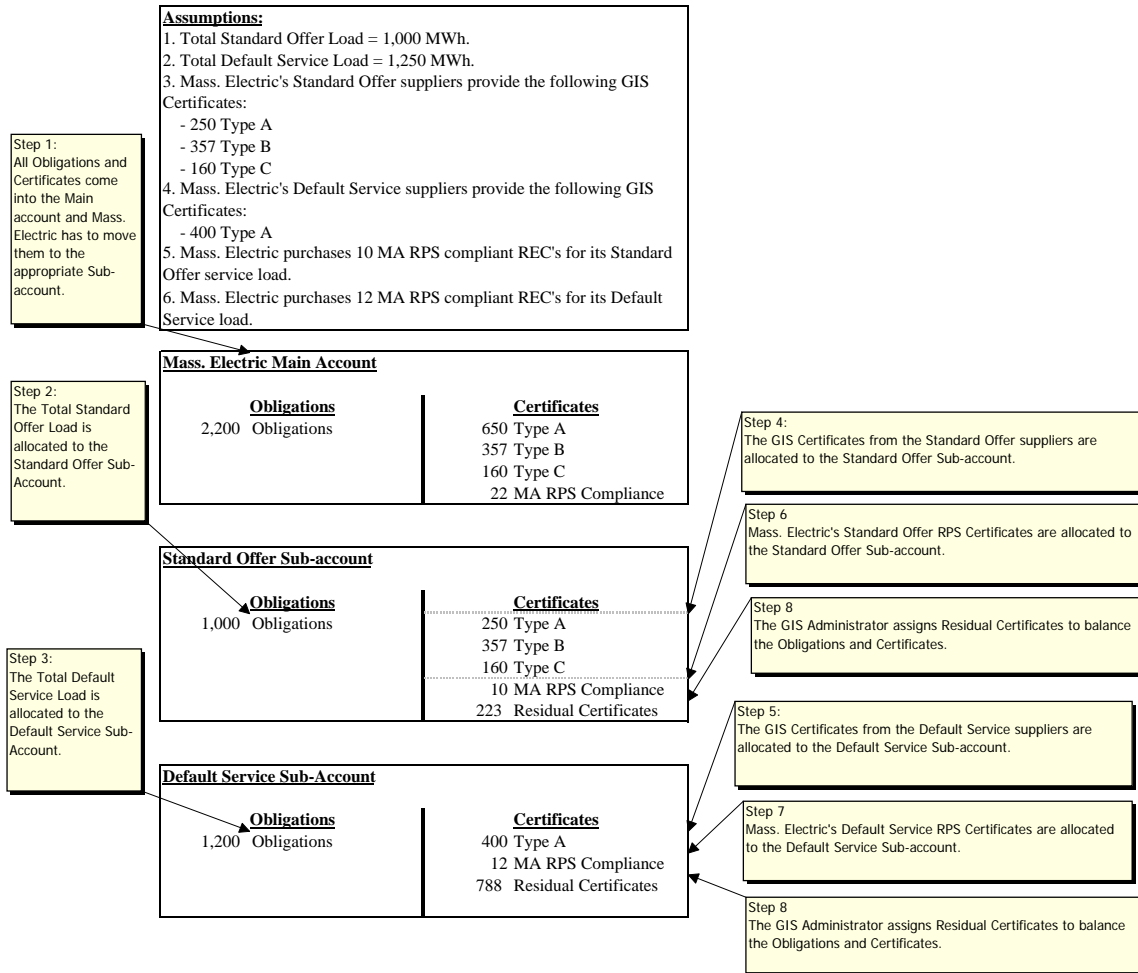
- (g) Section 11.06(2)(d)3. The GreenUp Service Supplier shall file the annual report required under this section with the Department for the GreenUp Service it provides.
- (h) Section 11.06(2)(d)4. The GreenUp Service Supplier shall be responsible for developing the fuel source characteristics used in the information disclosure labels for GreenUp Service. Both the Company and GreenUp Service Suppliers will use GIS and this Protocol to determine the fuel source characteristics of their resource portfolios.
- (i) Section 11.06(2)(d)5. The GreenUp Service Supplier shall be responsible for developing the emissions characteristics used in the information disclosure labels for GreenUp Service. Both the Company and GreenUp Service Suppliers will use GIS and this Protocol to determine the emissions characteristics of their resource portfolios. The GIS shall be the exclusive source of emission data used in the development of the information disclosure label by GreenUp Service Suppliers and the Company under this Protocol.
- (j) Section 11.06(2)(d)6. The GreenUp Service Supplier shall be responsible for developing the labor characteristics used in the information disclosure labels for GreenUp Service. Both the Company and the GreenUp Service Supplier will use the GIS and this Protocol to determine the labor characteristics of their resource portfolios. The generating plants producing the GIS certificates deposited in the Company’s or GreenUp Service Supplier’s subaccount shall be used to determine the labor characteristics for the information disclosure label. The GIS shall be the exclusive source of labor data used in the development of the information disclosure label by the GreenUp Service Suppliers and the Company under this Protocol.
- (k) Section 11.06(3). The Terms of Service portion of the information disclosure label for GreenUp Service Suppliers shall be the responsibility of both the GreenUp Service Supplier (for GreenUp Service) and the Company (for the underlying Default Service), and the consent of both the GreenUp Service Supplier and the Company shall be required for this portion of the GreenUp Service Information Disclosure Label.
- (l) Section 11.06(4). The GreenUp Service Supplier will be responsible for sending an information disclosure label to its new GreenUp Service Customers prior to the initiation of service as required by Section 11.06(4)(a), and for sending the quarterly information disclosure labels as required under

Section 11.06(4)(c). In addition, the GreenUp Service Supplier shall provide labels upon request as set forth in Section 11.06(4)(d).

- (m) Section 11.06(5). Because the GreenUp Service Supplier is not a competitive supplier and its GreenUp Service Customers are taking Default Service, the GreenUp Service Supplier shall not be required to send an annual information booklet pursuant to Section 11.06(5).
- (n) Section 11.06(6). The GreenUp Service Supplier shall be subject to the requirements of section 11.06 regarding advertising to the same extent as a competitive supplier.
- (o) Section 11.06(7). The GreenUp Service Supplier shall be subject to the enforcement provision of section 11.06(7), and the GreenUp Service Supplier's electricity broker license shall be subject to suspension, revocation, or non-renewal for the dissemination of inaccurate information or failure to comply with the Department's regulations on information disclosure.

Effective: January 21, 2008

EXHIBIT 1
MASS. ELECTRIC GIS ACCOUNT
NO GREEN SUPPLY PROGRAMS



Massachusetts Labeling Requirements:
 Based on the GIS Certificates in each Sub-account, Mass. Electric's labels would reflect the following:

Standard Offer Label

- 25% Type A
- 36% Type B
- 16% Type C
- 1% MA RPS Compliance
- 22% Residual Certificates

Default Service Label

- 33% Type A
- 1% MA RPS Compliance
- 66% Residual Certificates

DOER MA RPS COMPLIANCE CERTIFICATION

Mass. Electric would demonstrate MA RPS Compliance for Standard Offer service by providing the "My Certificates Report" for the Standard Offer Sub-account which would show the Total Standard Offer Load and the number of MA RPS Compliance Certificates in the Sub-account.

Mass. Electric would demonstrate MA RPS Compliance for Default Service by providing the "My Certificates Report" for the Default Service Sub-account which would show the Total Default Service Load and the number of MA RPS Compliance Certificates in the Sub-account.

EXHIBIT 2
MASS. ELECTRIC GIS ACCOUNT
WITH GREEN SUPPLY PROGRAMS

Assumptions:

- Total Standard Offer Load = 1,000 MWh.
- Total Default Service Load = 1,250 MWh.
- Mass. Electric's Standard Offer suppliers provide the following GIS Certificates:
 - 250 Type A
 - 357 Type B
 - 160 Type C
- Mass. Electric's Default Service suppliers provide the following GIS Certificates:
 - 1250 Type A
- Mass. Electric purchases 10 MA RPS compliant REC's for its Standard Offer service load.
- Mass. Electric purchases 12 MA RPS compliant REC's for its Default Service load.
- Green Supplier A offers a Program Option ("Program A") to Standard Offer customers. The customers in the program consume 100 MWh of load. The supplier provides Mass. Electric with 47 GIS Certificates from a wind resource.
- Green Supplier B offers a Program Option ("Program B") to Default Service customers. The customers in the program consume 257 MWh of load. The supplier provides Mass. Electric with 167 GIS Certificates from a hydro resource.

Step 1: All Obligations and Certificates come into the Main Account and Mass. Electric has to move them to the appropriate Sub-account.

Mass. Electric Main Account	
Obligations	Certificates
2,200 Obligations	1500 Type A 357 Type B 160 Type C 22 MA RPS Compliance 47 Wind 167 Hydro

Step 3: The Residual Standard Offer Load is allocated to the Standard Offer Sub-Account. (= Total Standard Offer Load - Standard Offer program loads)

Standard Offer Sub-account	
Obligations	Certificates
900 Obligations	223 Type A 318 Type B 143 Type C 9 MA RPS Compliance 207 Residual Certificates

Step 2: The Program A load is allocated to the Standard Offer Program A Sub-Account.

Standard Offer Program A Sub-account	
Obligations	Certificates
100 Obligations	13 Type A 19 Type B 8 Type C 1 MA RPS Compliance 12 Residual Certificates 47 Wind

Step 5: The Residual Default Service Load is allocated to the Default Service Sub-Account. (= Total Default Service Load - Default Service program loads)

Default Service Sub-Account	
Obligations	Certificates
943 Obligations	934 Type A 9 MA RPS Compliance Residual Certificates

Step 4: The Program B load is allocated to the Default Service Program B Sub-Account.

Default Service Program B Sub-Account	
Obligations	Certificates
257 Obligations	87 Type A 3 MA RPS Compliance Residual Certificates 167 Hydro

Massachusetts Labeling Requirements:
 Based on the GIS Certificates in the Standard Offer and Default Service Sub-accounts, Mass. Electric's labels would reflect the following:

Standard Offer Label

25% Type A
35% Type B
16% Type C
1% MA RPS Compliance
23% Residual Certificates

Note: The above matches the label values from Exhibit 1 which is what we expected to see.

Default Service Label

99% Type A
1% MA RPS Compliance
0% Residual Certificates

Note: The above does not match the label values from Exhibit 1 since this example had different data than was used in Exhibit 1.

Each Green Supplier would use the information from their Sub-account to obtain labeling information for each product.

Program A Label	Program B Label
13% Type A	34% Type A
19% Type B	1% MA RPS Compliance
8% Type C	0% Residual Certificates
1% MA RPS Compliance	65% Hydro
12% Residual Certificates	
47% Wind	

DOER MA RPS COMPLIANCE CERTIFICATION

Mass. Electric would demonstrate MA RPS Compliance for Standard Offer service by providing the "My Certificates Report" for the Standard Offer Sub-account and all Program Sub-accounts related to Standard Offer customers (Program A in the above example) which would show the Total Standard Offer Load and the number of MA RPS Compliance Certificates in each Sub-account.

Mass. Electric would demonstrate MA RPS Compliance for Default Service by providing the "My Certificates Report" for the Default Service Sub-account and all Program Sub-accounts related to Default service customers (Program B in the above example) which would show the Total Default Service Load and the number of MA RPS Compliance Certificates in each Sub-account.

Step 11:
 The GIS Certificates from the Standard Offer suppliers are allocated to the Standard Offer Sub-account.
 $= [A / B] * X C$ where:
 A = Residual Standard Offer Load - # of MA RPS Compliance REC's in the Sub-account
 B = Total Standard Offer Load
 C = # of certificates provided by the Standard Offer suppliers

Step 7:
 Mass. Electric's Standard Offer RPS Certificates are allocated to the Standard Offer Sub-account.
 $= [A / B] * X C$ where:
 A = Residual Standard Offer Load
 B = Total Standard Offer Load
 C = # of certificates provided by Mass. Electric for Standard Offer compliance

Step 15:
 The GIS Administrator assigns Residual Certificates to balance the Obligations and Certificates.

Step 12:
 The GIS Certificates from the Standard Offer suppliers are allocated to the various Standard Offer Program Sub-accounts.
 $= [A / B] * X C$ where:
 A = Program Load - # of certificates provided by the program supplier - # of MA RPS Compliance REC's in the Sub-account
 B = Total Standard Offer Load
 C = # of certificates provided by the Standard Offer suppliers

Step 8:
 Mass. Electric's Standard Offer RPS Certificates are allocated to the various Standard Offer Program Sub-accounts.
 $= [A / B] * X C$ where:
 A = Program Load
 B = Total Standard Offer Load
 C = # of certificates provided by Mass. Electric for Standard Offer compliance

Step 15:
 The GIS Administrator assigns Residual Certificates to balance the Obligations and Certificates.

Step 6:
 The GIS Certificates provided by the Green Suppliers to Mass. Electric are allocated the appropriate Sub-account.

Step 13:
 The GIS Certificates from the Default Service suppliers are allocated to the Default Service Sub-account.
 $= [A / B] * X C$ where:
 A = Residual Default Service Load - # of MA RPS Compliance REC's in the Sub-account
 B = Total Default Service Load
 C = # of certificates provided by the Default Service suppliers

Step 9:
 Mass. Electric's Default Service RPS Certificates are allocated to the Default Service Sub-account.
 $= [A / B] * X C$ where:
 A = Residual Default Service Load
 B = Total Default Service Load
 C = # of certificates provided by Mass. Electric for Default Service compliance

Step 15:
 The GIS Administrator assigns Residual Certificates to balance the Obligations and Certificates.

Step 14:
 The GIS Certificates from the Default Service suppliers are allocated to the various Default Service Program Sub-accounts.
 $= [A / B] * X C$ where:
 A = Program Load - # certificates provided by the program supplier - # of MA RPS REC's in Sub-account
 B = Total Default Service Load
 C = # of certificates provided by the Default Service suppliers

Step 10:
 Mass. Electric's Default Service RPS Certificates are allocated to the various Default Service Program Sub-accounts.
 $= [A / B] * X C$ where:
 A = Default Service Program Load
 B = Total Default Service Load
 C = # of certificates provided by Mass. Electric for Default Service compliance

Step 8:
 The GIS Administrator assigns Residual Certificates to balance the Obligations and Certificates.

Step 6:
 The GIS Certificates provided by the Green Suppliers to Mass. Electric are allocated the appropriate Sub-account.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX B

SCHEDULE OF FEES AND CHARGES

The following fees shall be a part of the Terms and Conditions for GreenUp Service of Massachusetts Electric Company and Nantucket Electric Company (the "Company").

Pursuant to the Terms and Conditions for GreenUp Service, the Company may assess the following charges to GreenUp Service Suppliers requesting such additional services relating to the provision of GreenUp Service:

I. Marketing Design and Production Service Charge

The Company may assess a Marketing Design and Production Service Charge for the design of initial marketing materials on behalf of one or more than one GreenUp Service Supplier, including text and logos, approval of the postcard by the U.S. Postal Service, pre-press and printing production. The Marketing Design and Production Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Marketing Design and Production Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

II. Postcard Printing Service Charge

The Company may assess a Postcard Printing Service Charge for the printing and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one GreenUp Service Supplier. The Postcard Printing Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Postcard Printing Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

III. Shipping Service Charge

The Company may assess a Shipping Service Charge for the shipping cost associated with delivering a bill insert from the printing company to the bill insertion location, on behalf of one or more than one GreenUp Service Supplier. The Shipping Service Charge will be charged

to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Shipping Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

The Company will not assess a charge for including a GreenUp Service Supplier's information in the Company's *Energy Matters* newsletter.

Effective: January 21, 2008