

Terms & Conditions of Service
Green Mountain Energy Company's
Pollution Freesm Electricity Product
for National Grid Customers

Welcome to Green Mountain Energy Company. This disclosure statement explains the terms and conditions of your agreement to purchase renewable energy from Green Mountain Energy Company through the National Grid ("National Grid") GreenUp Program (the "Program"). Under the Program, National Grid will continue to provide electricity to your premises on a minute-by-minute basis. We will deliver renewable energy certificates representing an amount of renewable energy attributes equal to your actual electricity usage reported to us by National Grid of the type and in the proportion disclosed below produced from renewable generation facilities in New York and the surrounding region. You understand and agree that when you sign up for this Pollution Freesm electricity product from Green Mountain Energy Company under the Program, National Grid may release to us certain information that we need to provide you with service, including your address, phone, account numbers, and usage information. Please keep these terms and conditions for your future reference. You will not be asked to sign a contract. By signing up for our service you agree to these terms and conditions.

SERVICE OPTIONS

Your charge for this service is \$0.016 (1.6 cents) per kilowatt hour in addition to your basic per kilowatt hour rate charged by National Grid for the renewable energy option described below. Your National Grid charges are set by National Grid and governed in accordance with the National Grid terms of service applicable to your electricity service.

PRODUCT CONTENT LABEL		
Energy Resources in the Pollution Freesm Electricity Product from Green Mountain Energy Company¹		Generation Location¹
Eligible Renewable	100%	New York
New ² Wind	10%	New York
Eligible hydroelectric ³	90%	New York
Biomass	0%	
Geothermal	0%	
Solar	0%	
Coal	0%	
Large Hydroelectric	0%	
Natural Gas	0%	
Nuclear	0%	
Oil	0%	
Other	0%	
TOTAL	100%	

¹ These figures reflect the projected energy resource mix for this product effective as of October 1, 2007. The resource mix for this product consists of at least 10% New Wind and up to 90% eligible hydroelectric. This product may include resources from facilities located outside of New York to the extent permitted under applicable legal requirements. Actual figures may vary according to resource availability. We will annually report to you the actual resource mix of the electricity you purchased during the preceding year.

² New Renewables are generation facilities in operation on or after January 1, 1998.

³ Eligible Hydroelectric facilities are defined as facilities whose output is equal to or less than 30 megawatts, or facilities relicensed by FERC after 1986, or facilities certified by the Low Impact Hydropower Institute (www.lowimpacthydro.org).

For comparison, the average mix of resources supplying New York includes: Natural Gas (22%), Nuclear (29%), Hydroelectric (18%), Coal (15%), Oil (14%), and Other (<3%) (New York Public Service Commission data for 2005).

For specific information about this product, contact Green Mountain Energy Company, 1-800-810-7300, or www.greenmountain.com.

OUR POLICIES

Authorization to Participate in Program. You certify that you are legally authorized to incur electric

generation charges for the service address. Upon receipt of your enrollment, your participation in the Program will commence on a date set by National Grid (typically one of the next two meter read dates after we receive your enrollment) and will continue indefinitely on a month-to-month basis. The date of your first purchase will be identified on your National Grid bill.

Payment and Billing Terms. National Grid will bill you for the goods and/or services we provide you on your monthly National Grid bill. The amount of renewable energy attributes we provide will be based on your electricity consumption computed from National Grid's reading of the meter(s) at your premises enrolled in the Program. You agree to pay for the goods and services we provide you on the same terms and conditions as the other charges appearing on your National Grid bill (including but not limited to policies concerning late payments) but not less frequently than monthly. Our charges will be in addition to the charges National Grid bills you for the goods and services it provides you, as well as other charges required by law. We have no responsibility for the quality of the goods and services National Grid provides you, nor for the accuracy of those related bills. Please refer to National Grid's terms of service for more information concerning billing, payment and collections.

Taxes, Fees and Charges. You are responsible for paying all applicable federal, state and local taxes and charges. All such taxes and charges will be identified on your bill. We may include on your monthly bills any charges or credits necessary to correct any billing errors, whether resulting from a meter reading error, miscalculation of applicable taxes or otherwise.

Notice of Cancellation or Changes by Us. In the event that (i) the Program is terminated; (ii) National Grid terminates our participation in the Program; (iii) National Grid terminates your service and/or participation in the Program; (iv) you otherwise cease to be a National Grid customer; or (v) you threaten

our employees or facilities, we may cancel your agreement immediately and without prior notice. Otherwise, if we propose to cancel your agreement or change your price or make other material changes to your terms of service, we will send you written notice at least fifteen (15) business days prior to the effective date of such cancellation or proposed change. A notice of a material change to your terms of service will include a deadline by which you must cancel in order to avoid such change. Changes will become effective on the date stated in the notice unless you cancel your Agreement no later than the deadline to cancel specified in the notice.

Reporting Outages or Other Electrical Emergencies: To report an electrical emergency, power outage or reduction in power quality, contact National Grid at (800) 867-5222.

CUSTOMERS' RIGHTS AND OBLIGATIONS

Cancellation by You. You may cancel your enrollment at any time within the first three (3) federal business days after you first receive these terms and conditions by either (a) calling us at (800) 810-7300; (b) sending us an e-mail at support@greenmountain.com; or (c) writing to us at our customer care address, Green Mountain Energy Company, P.O. Box 42349, Austin, Texas 78704; or (d) sending us a fax to (512) 691-6153. Thereafter, you may cancel your agreement to purchase renewable energy from us at any time by providing us with 30 days notice by any of the methods described in the preceding sentence. We will inform National Grid and will cancel your agreement on a date set by National Grid; usually one of the next two meter read dates after we receive your notice. It may take more than one meter reading before your participation in the Program is cancelled based on when we receive your notice. Your obligations will continue until you have paid all amounts due and owing under this agreement. Cancellation does not excuse your obligation to pay all such outstanding fees and charges.

Termination of Electricity Service. Your electricity service may only be shut off by National Grid. Termination of this agreement will not disrupt electricity service at your premises.

Questions and Disputes. For billing inquiries or disputes you should contact National Grid at 1-800-642-4272). If you have questions or concerns regarding Green Mountain Energy® electricity service options or any of these terms and conditions, you may call our Customer Care number, toll-free, at (800) 810-7300. In the unlikely event that you are not satisfied after discussing the matter with us, you may call the New York Department of Public Service, which monitors complaints against non-utility energy service providers, by calling 1-888-NYS-PSC8.

Warranties. GREEN MOUNTAIN ENERGY COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS DISCLOSURE STATEMENT AND GREEN MOUNTAIN ENERGY COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability. GREEN MOUNTAIN ENERGY COMPANY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED. GREEN MOUNTAIN ENERGY COMPANY SHALL NOT BE LIABLE FOR INTERRUPTION OR SHORTAGE OF SUPPLY, NOR ANY ASSOCIATED LOSS OR DAMAGE, RESULTING FROM CAUSES OUTSIDE ITS REASONABLE CONTROL. NEITHER YOU NOR GREEN MOUNTAIN ENERGY COMPANY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

Miscellaneous. These terms and conditions set forth the final and entire agreement between you and Green Mountain Energy Company (subject to applicable law), and supersede all previous promises, understandings and agreements. You may not assign this agreement without prior written consent. We may assign this agreement or any of our rights (including but limited to our right to receive payment from you) or responsibilities hereunder to a third-party without notice. If any provision of these terms and conditions is deemed to be invalid, illegal or otherwise unenforceable, you and we agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in a manner, which would make it valid, legal and enforceable, such provision shall be severed from these terms and conditions, and all other provisions hereof shall remain in full force and effect. Any failure on our part at any time to enforce any term or condition of our service or to exercise any right under these terms and conditions shall not be considered a waiver of our right thereafter to enforce each and every such term and condition or exercise such right or any other right under these terms and conditions.

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