



STERLING NY Choice™ TERMS OF SERVICE

For Customers of Con Edison Service Area in New York

Sterling Planet offers all Con Edison residential and commercial customers the opportunity to support New York made, environmentally friendly renewable energy. When you sign up with Sterling Planet, you can stay with Con Edison or your current electricity provider, but support the generation of cleaner power made in New York State. Anyone may sign up, even if you do not directly pay a utility bill.

When you enroll in our Sterling NY Choice™ Program, you purchase a set amount of renewable energy each month. This is in addition to the current price you are presently paying for electricity supply and delivery. The volume and price you pay to support New York made renewable energy will remain fixed and not change from month to month. Your purchase directly supports the generation of New York State renewable energy.

Con Edison customers have choices: 400 kWh, 600 kWh or 800 kWh. A typical small NYC apartment or small house uses an average of 400 kWh per month. A medium sized house or apartment uses about 600 kWh, while large apartment or house uses about 800 kWh.

Sterling NY Choice™	Option 1 400 kWh Small NYC Apt/House	Option 2 600 kWh Med. NYC Apt/House	Option 3 800 kWh Large NYC Apt/House	Generator Location
Renewable Resources Supported				
New Wind	50%	50%	50%	New York
Small Hydro	50%	50%	50%	New York
MONTHLY FEE	\$10	\$15	\$20	-
	Option 1	Option 2	Option 3	Con Edison
Environmental Impact				
CO ₂	0%	0%	0%	130% NYS Avg
SO ₂	0%	0%	0%	81% NYS Avg
NO _x	0%	0%	0%	48% NYS Avg
Energy Source Components				
Nuclear	0%	0%	0%	33%
Renewable	100%	100%	100%	5%
Fossil Fuels	0%	0%	0%	61%

Your monthly fee for the renewable energy you select will remain fixed at your original enrollment level. Subscribers stay with Con Edison, which will continue to deliver electricity, handle billing and provide customer service, including energy-related emergency response. Under Sterling Planet's Sterling NY Choice™ Program, you may also select a competitive electricity supplier or stay with Con Edison for electricity supply. This program also allows individuals to enroll who do not directly pay an electric bill but instead pay bundled monthly costs.

Sterling NY Choice™ is verified through the New York State Public Service Commission's approved conversion transactions procedures. Sterling Planet will annually report to its customers the actual resource mix of the renewable energy purchased during the preceding year. When you enroll in Sterling NY Choice™, Sterling Planet will purchase New York-based renewable energy annually in an amount equal to your renewable energy purchases during the same period. Sterling Planet reserves the right to balance the sale and delivery of energy during a 6-month period following each calendar year in accordance with New York State approved standards. Once Sterling Planet makes its purchase of renewable energy on your behalf, it has completed all obligations to you. All rights and interest in Emission Reductions or Credits (Offsets) are assigned to, shall be and remain the sole property of the customer.

Sterling Planet reserves the right to decrease or modify the amount and type of renewable energy purchased at any time, consistent with certification standards and New York state law. If our energy costs increase, we may, at our sole

discretion, modify the mix, increase the price, or do both by an appropriate amount to offset the price increase.

Sterling Planet will inform you in writing within 30 days of any change in renewable energy purchases on your behalf. At that time, you may: 1) Increase your monthly payment to cover the cost increase in order to support the same monthly amount of kilowatt hours (kWh) for which you originally signed up, or 2) Enroll for a lesser amount if you selected option 2 or option 3, or 3) cancel your agreement with Sterling Planet. Sterling Planet reserves the right to modify its renewable energy blend and delivery practices consistent with New York State law.

Billing and Payment

Until such time as the Con Edison billing system is modified to accommodate the billing of this program, Sterling Planet will directly bill you on a quarterly basis for your renewable energy purchase. You continue to pay your regular electricity bill to Con Edison, plus a slight renewable energy premium to Sterling Planet for the enrollment level you select. When the Con Edison billing system is modified to accommodate the billing for your renewable energy purchase from Sterling Planet, we will discontinue directly billing you, and you will be billed through your Con Edison bill. We will notify you at least 90 days in advance of this billing change. Except as outlined above, your green energy premium will not change over time unless you request a change in your enrollment. No additional or special fees will be assessed. Any power outages or other electricity service problems should be directed to your electric utility. We have no responsibility for the quality of the goods and services your electric utility provides or for the accuracy of your electric bill. Upon receipt of your enrollment, Sterling Planet will activate your account and verify your enrollment.

Cancellation or Change of Service

You may increase, decrease or cancel your renewable energy purchase from Sterling Planet at any time without any penalty. We do not impose fees for application, late payment or early termination. We value you as a customer and do not bind you to a lengthy contract. To change or cancel your account, simply call Customer Service at 1 877 457 7712. You may also send us a letter requesting cancellation, addressed to 6200 Avalon Boulevard, Alpharetta, GA 30009.

Limitations on Liability

Sterling Planet will in no event be liable to you or to any other party for any consequential, punitive, indirect, exemplary or special damages, whether arising in tort, contract or under any other common law or statutory claim, in connection with the services that we provide. You will also not be liable to us for any such damages in connection with the service you receive. Sterling Planet shall not be liable for interruption or shortage of supply, nor any associated loss or damage resulting from causes outside our reasonable control. Sterling Planet shall not be in breach of its obligations under these terms and conditions to the extent that our failure to perform is caused by forces or circumstances beyond our reasonable control. These include, but are not limited to, unusually severe weather, acts of God, fire, drought, flood, and failure of the Independent Service Operator or EDC to transmit electricity or support operations of any of our independent Suppliers or vendors. Sterling Planet will not be liable for any lost profits. Our liability and yours is solely limited, to the extent allowed by law, to actual damages, not to exceed the value of any electricity purchased or sold, except in cases of our gross negligence, willful misconduct or bad faith. These terms and conditions and any related agreements between you and Sterling Planet shall not be deemed as creating any rights in any third party, or as giving rise to third party liability.

Controlling Provisions

All matters affecting the interpretation of this agreement shall be governed by and construed according to the laws of the State of Georgia. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, 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. Any questions regarding these terms and conditions should be directed to us in writing at our headquarters office: Sterling Planet, 6200 Avalon Boulevard, Alpharetta, GA 30009.