



PRICING, TERMS & CONDITIONS

STERLING NJ Choice™

For customers of Atlantic City Electric, Jersey Central Power & Light (JCP&L) and Public Service Enterprise Group (PSEG)

Sterling Planet provides customers of ACE, JCP&L and PSEG with an opportunity to enroll to support cleaner power generated from regional wind and small hydroelectric sources. Sterling Planet is a participant in the New Jersey CleanPower Choice ProgramSM, brought to you by the New Jersey Board of Public Utilities (BPU) and New Jersey's Clean Energy Program. When you enroll for Sterling NJ Choice™, you stay with your current electricity provider and pay a small additional monthly surcharge of 3.5¢ per kilowatt hour (kWh) to support production of cleaner power from renewable energy resources.

You can match 100% of your electricity use with renewable energy or choose the 25% or 50% A renewable energy premium is added as a separate line item to your regular electric bill and helps to support the renewable energy market and encourage its development. signup level. For example, those who select 25% will match 25% of their electricity use with renewable energy, with the remaining 75% coming from the conventional utility mix.

For example, a New Jersey homeowner using an average of 700 kWh monthly can expect to pay about \$6.13 at the 25% signup level (700 x 25% x \$0.035). The actual monthly fee for a renewable upgrade varies monthly, just as your electricity use and billing varies from month to month.

SAMPLE STERLING NJ CHOICE ENROLLMENT				
MONTHLY USE	SIGNUP OPTION	MONTHLY REC AMOUNT	KWH RATE	MONTHLY FEE
700 kWh	25%	175 kWh	\$0.035	\$6.13
700 kWh	50%	350 kWh	\$0.035	\$12.25
700 kWh	100%	700 kWh	\$0.035	\$24.50

Regardless of which signup level you chose, you stay with your current electric utility, which will continue to deliver your electricity, handle billing and provide customer service, including energy-related emergency response. If you have an electricity-related emergency or an electricity outage, you should contact your electric utility.

Sterling Planet's Sterling NJ Choice™ is a 100% regionally sourced renewable energy blended offering, as follows:

STERLING NJ Choice™	
67% Regional New Wind	33% Regional Small Hydro
PJM DE, IL, IN, KY, MD, MI, NJ, NY, OH, PA, TN, VA, WV and/or District of Columbia	PJM DE, IL, IN, KY, MD, MI, NJ, NY, OH, PA, TN, VA, WV and/or District of Columbia

New renewables come from facilities that first began commercial operation on or after January 1, 1998. Eligible hydroelectric facilities are defined as facilities whose output is equal to or less than 30 megawatts of capacity. The generation location is the PJM region. Sterling Planet will annually report the actual resource mix of the renewable energy purchased during the preceding reporting year.

When NJ customers enroll for clean energy, Sterling Planet annually purchases environmental attributes as Renewable Energy Certificates (RECs) in an amount that fulfills your Sterling NJ Choice™ purchase in accordance with the New Jersey program guidelines established by the New Jersey Board of Public Utilities' Office of Clean Energy. Once Sterling Planet makes its purchase of RECs on your behalf, delivers them and completes its annual verification audit, we have fulfilled our obligations.

Sterling Planet's renewable energy offering, price and content mix shall remain in effect as outlined in this agreement and shall be consistent with the disclosure/energy content label in effect. Any change in mix will be preceded by 30 days written notice. Customers not satisfied with the change may change their enrollment level or cancel their agreement with Sterling Planet.

Billing and Payment

Your purchase will appear as a line item on your regular electric bill. Except as outlined previously, your renewable electricity premium will not change over time unless you request a change in your enrollment. No additional or special fees will be assessed. We have no responsibility for the quality of the goods and services your electric utility provides or for the accuracy of your local electric utility bill.

Enrollment, Cancellation or Change of Service

Enrollment is open to any eligible NJ residential or business customer. To enroll, you will need to complete an enrollment form, providing verbal authorization or using approved electronic authorization (email or Internet). Upon receipt of a completed enrollment, Sterling Planet will activate your account and notify your utility.

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 mail to Sterling Planet, 6200 Avalon Boulevard, Alpharetta, GA 30009. The email address is customerservice@sterlingplanet.com.

Taxes and Laws

Except as otherwise provided in the Agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules, regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided.

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 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, fire, drought, flood, and failure of the Independent Service Operator or EDC to transmit electricity.

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 renewable energy purchased or sold, except in cases of our gross negligence, willful misconduct or bad faith. These terms and any related agreements shall not be deemed as creating any rights in any third party, or as giving rise to third party liability.

Assignment

We may assign this agreement to another renewable energy supplier with the consent of your utility and the NJ BPU. We will provide you 30 days written notice in the event of an unlikely assignment.

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 this agreement.

Questions regarding these terms or your service should be directed to Sterling Planet, 6200 Avalon Boulevard, Alpharetta, GA 30009, 1 877 457 7712, or customerservice@sterlingplanet.com.

