

**Green Mountain Energy® Electricity
Terms and Conditions of Service
Agreement for New Jersey CleanPower Choicesm Customers**

TERMS AND CONDITIONS OF SERVICE

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 New Jersey's **CleanPower Choicesm** Program (the "Program"). Under the Program, your local Electric Distribution Company ("EDC") 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 your EDC of the type and in the proportion disclosed below produced from renewable generation facilities in the PJM Interconnection regional power grid. You understand and agree that when you sign up for Green Mountain Energy® electricity from Green Mountain Energy Company under the Program, your EDC 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.

RIGHT OF RESCISSION

Your EDC will send you a confirmation notice of your selection of Green Mountain Energy Company as your clean power marketer. You have 14 business days after you receive this confirmation to contact your EDC and rescind your selection of Green Mountain Energy Company as your clean power marketer. You will not be legally bound by an agreement to purchase service from Green Mountain Energy Company until such 14-day period has expired.

PRICING AND SERVICE OPTIONS

Your charge for this service is **\$0.02 (2 cents) per kilowatt hour**, in addition to your Basic Generation Service ("BGS") per kilowatt hour rate charged by your EDC, for the renewable energy option described below. Your BGS charges are set by your EDC and governed in accordance with the EDC's terms of service applicable to your electricity service.

Based on a monthly average usage of 750 kilowatt hours, the following table shows the total monthly **CleanPower Choicesm** charges for *Green Mountain Energy* electricity. Your actual bill will vary based on your use of electricity.

Monthly Estimated CleanPower Choicesm Bill
\$15.00

ENVIRONMENTAL DISCLOSURE LABEL INFORMATION

Electricity can be generated in a number of ways with different impacts on the environment. The standardized environmental information shown here allows you to compare this electricity product with electricity products offered by other electric suppliers.

ENERGY SOURCE

These figures reflect our projections of the resource mix for this product. Actual figures may vary according to resource availability.

*The renewable sources for this product will come from wind and hydroelectric (small).

Green Mountain Energy® Electricity

Coal	0%
Gas	0%
Hydroelectric (large)	0%
Nuclear	0%
Oil	0%
Renewable Energy	100%*
Captured Methane Gas	0%
Fuel Cells	0%
Geothermal	0%
Hydroelectric (small)	50%
Solar	0%
Solid Waste	0%
Wind	50%
Wood or Other Biomass	0%

Total 100%

Green Mountain Energy Company will invest in energy conservation measures sufficient to avoid the electricity generation shown and the associated air emissions. Energy conservation measures means less electricity needs to be generated and pollution is avoided.

Avoided Generation	Avoided Air Emissions
0 kWh	0 tons CO ₂
	0 tons NO ₂
	0 tons SO _x

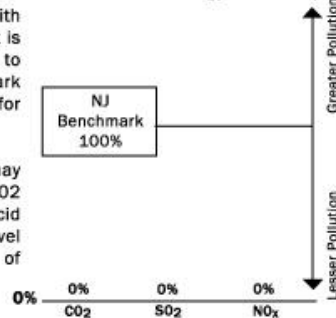
Customers who choose this Green Mountain Energy electricity product will not have electricity from a specific generation facility delivered directly to their home. But they are able to support generators of clean energy from renewable sources that provide electricity to the region's power system. By purchasing and retiring renewable energy certificates or attributes from these generators, we ensure that electricity from these resources equal to your annual electricity usage for which you've paid is delivered to your regional grid. The power blend information provided describes projected purchases over the course of a calendar year. Renewable resource availability varies hour to hour and from season to season, as does our customers' use. At any specific time, we will be putting more or less of these energy sources into the grid than our customers use. We may take up to three months at the beginning of the next calendar year to make up any deficiency in a particular resource.

AIR EMISSIONS

The amount of air pollution associated with the generation of this electricity product is shown. These amounts are compared to the New Jersey benchmark. The benchmark approximates the average emission rate for all electricity generation in New Jersey.

CO₂ is a "greenhouse gas" which may contribute to global climate change. SO₂ and NO_x reacts to form acids found in acid rain. NO_x also reacts to form ground-level ozone, an unhealthy component of "smog."

Green Mountain Energy® Electricity



Authorization to Participate in Program. You certify that you are at least 18 years of age, and that you are legally authorized to change electric generation suppliers for the subject address. You further certify that you are the party responsible for payment, and a resident of the service address. Your service will begin on a date set by your EDC, usually your regular monthly meter read date, and will continue on a month-to-month basis until you or we cancel your Agreement. The date of your first service will be identified on your first bill.

Payment and Billing Terms. Your EDC will bill you for the goods and/or services we provide you on your monthly electric bill. The amount of renewable energy attributes we provide will be based on your electricity consumption computed from your EDC'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 EDC 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 your EDC 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 your EDC provides you, nor for the accuracy of those related bills. Please refer to your EDC'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) your EDC terminates our participation in the Program; (iii) your EDC terminates your service and/or participation in the Program; (iv) you otherwise cease to be a BGS customer of your EDC; 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 30 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 your EDC:

- If your EDC is JCP&L, its customer service number is 1-800-662-3115, and its emergency number is 1-800-545-7738.
- If your EDC is PSE&G, its customer service number is 1-800-350-7734. Its emergency number is also 1-800-350-7734.
- If your EDC is Orange & Rockland, its customer service number is 1-877-434-4100. Its emergency number is also 1-877-434-4100.

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 689008, Austin, Texas 78768; or (d) sending us a fax to (800) 286-5856. 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 your EDC and will cancel your agreement on a date set by your EDC; 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 EDC. Termination of this agreement will not disrupt electricity service at your premises.

Questions and Disputes. For billing inquiries or disputes you should contact your EDC. 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 Jersey Board of Public Utilities'

Division of Customer Relations, which monitors complaints against non-utility energy service providers, by calling 1-800-624-0241.

CONTACT INFORMATION

Green Mountain Energy Company, which owns the *Green Mountain Energy* brand, is a licensed clean power marketer. Our NJ Clean Power Marketer is CPM- 0001. Our corporate mailing address is P.O. Box 689008, Austin, TX, 78768. Our NJ Customer Service number is 1-800-810-7300. Our web site is www.greenmountain.com/nj.

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.