

BEFORE THE
STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

In the Matter of

Case 07-M-0906

Joint Petition of Iberdrola, S.A., Energy East Corporation, RGS
Energy Group, Inc., Green Acquisition Capital, Inc., New York
State Electric & Gas Corporation and Rochester Gas and Electric
Corporation for Approval of the Acquisition of Energy East
Corporation by Iberdrola, S.A.

January 2008

Attachment to DPS-45 - IBER-0071
(w/o NYSEG contract attachment)

RENEWABLE ENERGY MARKETING AND ADMINISTRATIVE SERVICES AGREEMENT

THIS RENEWABLE ENERGY MARKETING AND ADMINISTRATIVE SERVICES AGREEMENT (the "Agreement") is made this 12TH day of April, 2006 by and between **COMMUNITY ENERGY, INC.**, a Delaware corporation with offices located at 150 Strafford Ave., Suite 210, Wayne, NJ 19087 ("CEI"), and **ROCHESTER GAS & ELECTRIC CORPORATION**, a New York corporation with offices located at 89 East Ave., Rochester, NY, 14649 ("RG&E"). CEI and RG&E also may be referred to individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, CEI is an experienced marketer of renewable energy products and services to utility customers and wishes to market these products and services to RG&E Customers (defined below);

WHEREAS, RG&E is interested in CEI marketing renewable energy products and services to RG&E Customers, in exchange for which RG&E is willing to perform certain administrative and billing services for CEI, all in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE 1. Definitions. Except as otherwise indicated, capitalized terms shall have the meaning ascribed to such term in Section _____, below.

ARTICLE 2. CEI Marketing Services.

2.1 CEI Marketing. In accordance with the terms of this Agreement, CEI shall market Renewable Energy Attributes to RG&E Customers in the Territory in accordance with the Marketing Plan.

2.2 Renewable Energy Marketing Plan.

(A) CEI will market Renewable Energy Attributes in accordance with a mutually acceptable Marketing Plan. The Marketing Plan for calendar year 2006 shall be developed within sixty (60) days following the Effective Date, and the Marketing Plan for each subsequent calendar year during the Term shall be developed by October 1 of the preceding calendar year.

(B) The Marketing Plan shall specify, but shall not be limited to: (i) CEI's proposed pricing options for Renewable Energy Attributes, consistent with Section 2.3, below, (ii) marketing plans, including the design and the schedule for bill inserts and promotional pieces, which shall be developed by CEI and distributed by RG&E in accordance

with this Agreement, (iii) the type and level of marketing support RG&E shall provide, (iv) the proposed marketing budget, including the estimated cost of marketing materials to be distributed by RG&E, (v) procedure for handling inquiries from RG&E Customers about purchasing Renewable Energy Attributes, (vi) the terms and conditions of CEI's customer contract for Renewable Energy Attributes, (vii) mutually acceptable adjustments to RG&E's Administrative Services Charge, provided, however, that if the parties cannot agree on any adjustment, RG&E's Administrative Services Charge shall remain the percentage specified in Section 8.8, below, (viii) any third-party labor support required to carry out the Marketing Plan, and (ix) other matters deemed relevant by the parties.

(C) CEI shall make arrangements for, and shall purchase, Renewable Energy Supply from renewable generation facilities located within New York State and/or other jurisdictions deemed acceptable pursuant to the Environmental Disclosure Rules administered by the New York Public Service Commission, which are sufficient to supply all Renewable Energy Customers for the duration of their contracts.

2.3 Brand License & Press Releases. Each party (the "owning party") grants the other party (the "licensee") a non-exclusive license during the Term to use the owning party's logo, brand, and marketing materials in the Territory for the purposes of marketing and promoting Renewable Energy Attributes consistent with the Marketing Plan, and otherwise in accordance with this Agreement; provided, however, that the owning party shall approve the first use of any marketing or promotional materials using, referencing, or incorporating the owning party's logo, brand, identity, or other proprietary materials, which approval may be granted or denied in the owning party's sole discretion. Neither party shall issue a press release about this Agreement or the Renewable Energy Program, or which uses or references the name, logo, brand, and/or marketing materials of the other party without the other party's prior written consent, which consent may be granted or denied in the other party's sole discretion.

2.4 Pricing Structure.

ARTICLE 3. RG&E Billing & Administrative Services.

3.1 Billing and Collection. RG&E shall: (i) include the retail charges for Renewable Energy Attributes purchased by RG&E Customers from CEI in bills furnished to RG&E Customers, and (ii) include in its collection activities for delinquent accounts retail charges for Renewable Energy Attributes, all as otherwise carried out by RG&E in the normal course of its business.

3.2 Remittance. RG&E shall remit to CEI each month all Revenues actually collected by RG&E, less RG&E's Administrative Services Charge as specified in Section 5.1, below.

3.3 Marketing Materials. RG&E shall distribute approved marketing materials for Renewable Energy Attributes in accordance with the Marketing Plan.

3.4 Referrals. RG&E shall provide the following marketing and product information support regarding Renewable Energy Attributes as part of customer information and outreach programs otherwise conducted by RG&E in the normal course of its business: (i) scripted telephone referrals from RG&E's call center, (ii) scripted web links from RG&E's website, and (iii) referral to CEI of customer requests for more detailed information about Renewable Energy Attributes. More detailed information about these activities may, at RG&E's or CEI's request, be set forth in the Marketing Plan.

ARTICLE 4. Covenants and Obligations.

4.1 Covenants and Obligations of CEI. CEI agrees and covenants that:

(i) CEI shall expend Commercially Reasonable Efforts to market and promote Renewable Energy Attributes to RG&E Customers in accordance with the Marketing Plan;

(ii)

(iii) CEI shall separately reimburse RG&E for all design and production costs within mutually pre-approved written budgets associated with the development and printing of marketing and promotional materials for Renewable Energy Attributes; and

(iv)

4.2 Covenants and Obligations of RG&E. RG&E agrees and covenants that:

(i) RG&E shall provide non-financial, Commercially Reasonable support and assistance to CEI in CEI's efforts to market and promote Renewable Energy Attributes to RG&E Customers;

(ii) RG&E shall provide the billing and administrative services provided in Article 3, above, and shall process all subscriptions and inquiries for Renewable Energy Attributes from RG&E Customers, including those referred to RG&E by CEI; and

(iii) RG&E shall not market Renewable Energy Attributes to RG&E Customers except as provided in this Agreement.

4.3. Regulatory Condition. Notwithstanding anything to the contrary stated in this Agreement, RG&E's obligations, agreements, covenants, and warranties in this Agreement shall at all times be subject to, and conditioned upon, laws, orders, directives, rules, regulations, and decisions issued by any federal, state, and local governmental bodies, regulatory agencies, administrative bodies, and courts having jurisdiction over RG&E and its operations; RG&E shall not be liable to CEI or otherwise responsible for RG&E's non-performance under this Agreement, or for any costs, expenses, fees, damages, or actions resulting therefrom, caused by or resulting from any new or modified law, order, directive, rule, regulation, or decision from any such bodies, agencies, or courts.

ARTICLE 5. Revenue, Payment & Information Exchange.

5.1 Revenue & Payment. In full consideration for the parties' respective obligations and agreements as set forth herein, RG&E shall pay to CEI

Payment shall be made by check or wire transfer mailed or transmitted by the fifteenth (15th) day of the month following each two (2) month interval commencing upon the Effective Date and continuing during the Term and, as applicable, each Extension Billing Period (subject to the terms of Article 6, below), and each payment shall include

5.2 Expense Reimbursement.

5.3 Reports. By the twentieth (20th) business day of each month of the Term RG&E shall prepare and deliver to CEI a statement showing sales of Renewable Energy Attributes in MWh or part thereof and Revenues received for the prior month.

5.4 Customer Information. RG&E shall provide CEI with a report at the end of each calendar quarter showing the current list of Renewable Energy Customers.

5.5 Maintenance of Information. Each party shall keep and maintain complete and accurate records of all sales of Renewable Energy Attributes, metering and billing records, and other data that the parties may mutually agree are necessary for the proper administration of this Agreement for a minimum of five (5) years from the date of creation or as otherwise required by applicable law. Subject to the confidentiality requirements of this Agreement, each party shall, upon reasonable request made by the other party, provide the requesting party with prompt and reasonable access during normal business hours to records and data that the holding party is required to maintain relating to this Agreement or a party's performance hereunder; provided, however, that, except in connection with an audit required by applicable law or upon good cause shown, a party may audit the records of the holding party no more frequently than once per calendar year.

ARTICLE 6. Term and Termination.

6.1 Effective Date. This Agreement will be effective as of

6.2 Term. Subject to the termination rights in Sections 6.3 and 6.4, below, this Agreement will be in effect for the Initial Term and shall automatically renew for the Renewal Term unless, by midnight on , either party notifies the other party of its intent not to renew the Agreement, in which case this Agreement shall terminate at the expiration of the Initial Term.

6.3 Termination for Convenience. Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement, for any or no reason, during the Renewal Term by providing the non-terminating party with no less than sixty (60) days prior written notice. Termination shall be effective on the date set forth in the termination notice.

6.4 Termination for Cause. Either party may terminate this Agreement if the other party commits a material breach, which breach is not cured within thirty (30) days following the breaching party's receipt of written notice issued by the non-breaching party setting forth in reasonable detail the nature of the breach. If such breach cannot be cured within thirty (30) days, the non-breaching party will afford the breaching party a reasonable amount of additional time to cure the breach, not to exceed sixty (60) additional days.

6.5 Settlements upon Termination.

(i) Upon termination effected pursuant to Section 6.3, above:

(ii) Upon termination of this Agreement for any reason, RG&E shall have the right to market and promote its own Renewable Energy Attributes program without any payment or other obligation owed to CEI.

(iii) If RG&E elects not to renew this Agreement for the Renewal term, or upon termination effected pursuant to Section 6.3, above, RG&E shall continue to perform those billing and other services and obligations set forth in Sections 3.1, 3.2, 5.1, 5.3, 5.4, and 5.5 for Renewable Energy Customer(s) as of the effective termination until

unless either party notifies the other party in writing, no less than six (6) months prior to the expiration of the Renewal Billing Period or any Extension Billing Period, that it wishes to terminate such billing and other services and obligations at the end of that Period; provided, however, that if RG&E terminates such billing and other services and obligations as provided in the preceding sentence, RG&E's termination notice shall offer CEI the option, exercisable by the expiration of the then-applicable Period, to contract for billing and related services for Renewable Energy Customer(s) on substantially those prices and terms then offered by RG&E to energy service companies under its standard billing services agreement, subject to Section 4.3, above. RG&E's agreement(s) in this subsection 6.5(iii) shall survive a termination of this Agreement pursuant to Section 6.3, and the parties' respective rights and obligations with respect to these services shall be governed by the applicable provisions of Sections 3.1, 3.2, 5.1, 5.3, 5.4, and 5.5, and Articles 7 and 8 of this Agreement.

ARTICLE 7. General.

7.1 Assignment. This Agreement, and the obligations, covenants, and agreements contained herein, shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment in violation of this Section 7.1 shall be void and of no force or effect.

7.2 Confidentiality. Any information provided by either party to the other party pursuant to this Agreement and labeled "CONFIDENTIAL", as well as any and all RG&E

customer information other than Renewable Energy Customer information provided in accordance with Section 5.4, will be utilized by the receiving party solely in connection with the purposes of this Agreement and will not be disclosed by the receiving party to any third party, except with the disclosing party's consent, and upon request of the disclosing party will be returned thereto, except that the receiving party will not be obligated to return any such information necessary to continue service to Renewable Energy Customers or contained in documents generated by the receiving party that: (1) reflect or refer to confidential information provided by the disclosing party; and (2) are stored electronically by the receiving party. With respect to any such retained electronically stored confidential information, the receiving party will continue to comply with the obligations of this Section 7.2. Notwithstanding the foregoing, the parties acknowledge and agree that such confidential information may be disclosed to actual and prospective financial institutions in connection with a potential financial accommodation to the disclosing party by the financing parties, under confidentiality as may be necessary for CEI and RG&E to perform their obligations under this Agreement. To the extent that such disclosures are necessary, the parties also agree that they will in disclosing such information seek to preserve the confidentiality of such disclosures. This provision will not prevent either party from providing any confidential information received from the other party to any court in accordance with a proper discovery request or in response to the reasonable request of any governmental agency charged with regulating the disclosing party's affairs, provided that, if feasible, the party required to disclose will give prior notice to the other party of such disclosure and, if so requested by such other party, will have used all reasonable efforts to oppose or resist the requested disclosure, as appropriate under the circumstances, or to otherwise make such disclosure pursuant to a protective order or other similar arrangement for confidentiality.

7.3 Several Obligations. Except when specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing in the Agreement shall be construed to create an association, trust, partnership, fiduciary relationship, or joint venture or impose a trust or partnership duty, obligation or liability or agency relationship on or with regard to either CEI or RG&E. Each party shall be liable for its own obligations under this Agreement. Any undertaking by one party to the other party under any provision of this Agreement shall not constitute the dedication of the electrical system or any portion thereof of either party to the public or to the other party, its customers, or any other person or entity.

7.4 Notices Any notice of a routine character in connection with this Agreement may be given in such manner as may be mutually agreeable between the parties' Authorized Representatives. Any formal notice, demand, request, or communication required or authorized by this Agreement shall be delivered in writing either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to the following addresses:

RG&E
John Hatfield
James Carrigg Center, 18 Link Drive
P.O. Box 5224
Binghamton, New York 13902
Phone: 607-762-5925
Facsimile: 607-762-8402

Community Energy, Inc.
150 Strafford Avenue, Suite 210
Wayne, PA 19087
Attn: Brent Alderfer
Phone: 610-254-9800
Facsimile: 610-254-9781

7.5 Captions. All titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement.

7.6 Governing Law/Venue.

(a) This Agreement shall be interpreted and governed by the laws of the State of New York without regard to conflicts of laws.

(b) The parties hereby submit to the exclusive jurisdiction of the courts of the State of New York or any of the district courts of the United States situated within the State of New York for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated by this Agreement. Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

7.7 No Third Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any customer, or any other third party so as to constitute any such person as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a party hereto.

7.8 Entire Agreement; Modification and Waiver; Severability. This Agreement and the other agreements referred to herein, constitute the entire agreement between the parties relating to the transaction described in this Agreement and supersede any and all prior oral or written understandings. No addition to or modification of any provision of this Agreement shall be binding upon either party, and neither party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such addition, modification or waiver is in writing and signed by a duly authorized officer of such party. If any term of this Agreement is found to be unenforceable, this Agreement will remain in full force and effect except that the

unenforceable term will be replaced, by good faith agreement of the Parties, with an enforceable term as similar as possible to the unenforceable term.

ARTICLE 8. Definitions.

8.1 "Agreement" means this Renewable Energy Marketing and Administrative Services Agreement.

8.2 "Business Day" means any day that banks are open for business in New York, New York.

8.3 "Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any action to be taken or attempted by a party under this Agreement, the level of effort in light of the facts known to such party at the time a decision is made that: (i) can reasonably be expected to accomplish the desired action at a reasonable cost; (ii) is consistent with Prudent Industry Practices; and (iii) takes into consideration the level of foreknowledge of the required act, the nature of the required act, and the competitive environment in which the act is to occur.

8.4 "Electrical Output" means the electric energy, capacity, and ancillary services delivered from an electric generation facility to the New York State Independent System Operator or other electricity purchaser without differentiation or separate value based upon the prime mover, fuel source, or environmental characteristics of the generation.

8.5 "Initial Term" means

8.6 "Marketing Plan" means the plan developed jointly by RG&E and CEI pursuant to Section 2.2 of this Agreement for the marketing and promotion of Renewable Energy Attributes to RG&E Customers.

8.7 "MWh," "MW," "kWh," and "kW" mean, respectively, Megawatt hour, Megawatt, Kilowatt hour, and Kilowatt.

8.8 "RG&E Customer" means any retail customer of RG&E in the Territory for supply and/or delivery of electricity or natural gas.

8.9

8.10 "Prudent Industry Practice" means any of the practices, methods, standards and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric power generation industry in the United States) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition, and applicable governmental approvals and law.

8.11 RESERVED.

8.12 "Renewable Energy Attribute" means the separate retail charge to RG&E Customers apart from the retail cost of the standard electric service for the addition of renewable energy attribute or Renewable Energy Supply for a specified amount of electricity supply, or any other retail premium, credit, credit certificate, attribute, or additional value of Renewable Energy Supply over and above a like amount of Electrical Output from conventional, non-renewable or undifferentiated generation, including the credit and value of the renewable, clean, green, carbon-reduction, greenhouse-gas-mitigation and other wind energy attributes, whether arising pursuant to regulation, certification, markets, trading, private transaction or otherwise, and including the right to complete a conversion transaction or receive credit under retail electric customer disclosure laws, but specifically excluding any and all state and federal production tax credits, investment tax credits and any other tax credits from Renewable Energy.

8.13 "Renewable Energy Attribute Sale" means the retail sale of Renewable Energy Supply to a RG&E Customer pursuant to this Agreement.

8.14 "Renewable Energy Supply" means the Renewable Energy Attributes procured by CEI in accordance with this Agreement, and which is used to supply a Renewable Energy Attribute Sale.

8.15 "Renewable Energy Customers" means any and all RG&E Customers who are served at retail by Renewable Energy Supply in accordance with this Agreement.

8.16 "Renewable Energy" means the bundled Electric Output and all renewable energy credits associated with electric energy generated by wind, solar thermal, photovoltaics, sustainably managed biomass, tidal, geothermal, methane waste, or fuel cells.

8.17 "Renewal Term" means

8.18 RESERVED.

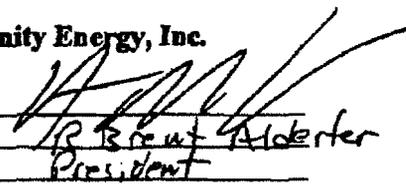
8.19 "Revenue" means all amounts paid by RG&E Customers to RG&E from Renewable Energy Attribute Sales.

8.20 "Term" shall mean the Initial Term and, if the Agreement is renewed as provided herein, the Renewal Term.

8.21 "Territory" shall mean RG&E's existing electric and natural gas distribution territory within New York State.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

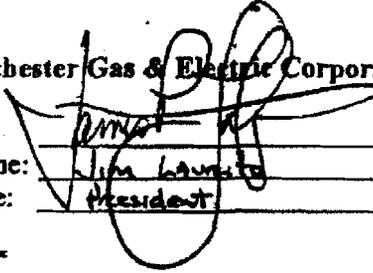
Community Energy, Inc.

By: 

Name: R Brent Alderfer

Title: President

Rochester Gas & Electric Corporation

By: 

Name: Jim Laverty

Title: President

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ADDENDUM TERMINATING AMENDED AND RESTATED WIND ENERGY MARKETING AGREEMENT

THIS ADDENDUM TERMINATING AMENDED AND RESTATED WIND ENERGY MARKETING AGREEMENT (the "Addendum") is made this 4th day of April, 2006 by and between **COMMUNITY ENERGY, INC.**, a Delaware corporation with offices located at 150 Strafford Ave, Suite 210, Wayne, PA 19087 ("CEI"), and **NEW YORK STATE ELECTRIC & GAS CORPORATION**, a New York corporation with offices located at 89 East Ave., Rochester, NY, 14649 ("RG&E") ("RG&E"). CEI and RG&E also may be referred to individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, CEI and RG&E entered into an Amended and Restated Wind Energy Marketing Agreement dated as of June 1, 2004 (the "Agreement") setting forth terms and conditions governing CEI's marketing of wind energy attributes to RG&E customers, as well as terms governing the parties' responsibilities and rights funding provided by the New York State Energy Research and Development Authority (NYSERDA)

WHEREAS, the parties wish to terminate the Agreement, as well as their respective agreements, rights, obligations, covenants and warranties as set forth therein;

NOW, THEREFORE, for the mutual consideration set forth herein, which the parties acknowledge to be adequate, the parties agree as follows:

1. **Termination.** The Agreement, and the parties' respective agreements, rights, obligations, covenants, and warranties as set forth therein, are terminated and of no further force or effect, effective as of midnight, December 31, 2005, except for those agreements, rights, duties, obligations, covenants, and warranties specifically set forth herein or incorporated herein by reference.

2. **Terms Incorporated by Reference.** The following Articles, Sections, and terms of the Agreement are incorporated into this Addendum by reference: (i) Article 8 (General), and (ii) defined terms set forth in Article 1 that are used in Article 8 of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as of the day and year first above written.

Community Energy, Inc.

By: _____

Name: Brent A. Kerker

Title: President

Rochester Gas & Electric Corporation

By: _____

Name: Jim Lawler

Title: PRESIDENT



October 14, 2005

NYSEG
John Hatfield
Corporate Drive
Kirkwood Industrial Park
P.O. Box 5224
Binghamton, NY 13902-5224

RG&E
John Hatfield
Corporate Drive
Kirkwood Industrial Park
P.O. Box 5224
Binghamton, NY 13902-5224

Re: Wind Energy Marketing Agreement
2005 Wind Energy Supply

Dear Mr. Hatfield:

This confirms the agreement of NEW YORK STATE ELECTRIC & GAS CORPORATION ("NYSEG") and ROCHESTER GAS AND ELECTRIC CORPORATION ("RG&E") to jointly purchase 2005 Wind Energy Conversion Transactions and Wind Energy Attributes ("Attributes") to meet the supply obligations for NYSEG and Rochester Gas & Electric Corporation ("RG&E") under the Amended and Restated Wind Energy Marketing Agreement each has with Community Energy, Inc. ("CEI") on the following terms.

1. The parties acknowledge that CEI has entered into an agreement to purchase and has purchased
generated by the 30 MW wind generation facility located in the town of Fenner, Madison County, New York (the "Fenner Project Supply Agreement") for a price of
2. The parties further acknowledge that CEI has entered into an agreement to purchase and has purchased
generated by the 6.6 MW wind generation facility located in the town of Wethersfield, Wyoming County, New York (the "Wethersfield Project Supply Agreement") for a price of

2. The parties further acknowledge that CEI may enter into future agreements to purchase 2005 Wind Energy Conversion Transactions and Attributes generated by wind generation facilities located in New York or by wind generation facilities in the PJM Interconnection supplying New York in a manner that meets the requirements of the New York State Environmental Disclosure Program ("PJM Supply") for a price

4. To supply existing and projected retail Wind Energy Customers of NYSEG and RG&E, and to meet the obligations under Section 4.2 of the Wind Energy Marketing Agreements of NYSEG and RG&E, NYSEG and RG&E agree to jointly purchase of Wind Energy Conversion Transactions and Attributes from CEI generated in calendar year 2005 from the sources set forth in paragraphs 1 through 3 above, provided however that at least of Wind Energy Conversion Transactions and Attributes shall be from sources set forth in paragraphs 1 and 2 NYSEG and RG&E shall purchase the supply from CEI at a price

5. CEI has the right to the supply and NYSEG and RG&E will accept under paragraph 4 above Wind Energy Conversion Transactions and Attributes from PJM Supply identified in paragraph 3 for provided, however, that to the extent the cost of PJM Supply to NYSEG and RG&E under this Agreement exceeds , NYSEG and RG&E shall have the right within 15 days of notice of the final price of available PJM supply to decline any or all of the allocated percentage of PJM Supply thereby reducing the total supply purchased under paragraph 4.

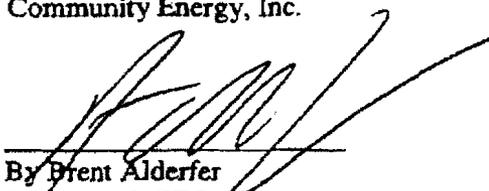
6. Payment shall be made to CEI in quarterly installments payable by the last day of each quarter during 2005. Any additional amounts due based on the higher price and cost differential for PJM Supply shall be paid upon the semi-annual allocation of Wind Energy Conversion Transactions and Attributes as filed with the New York State Public Service Commission's Environmental Disclosure Program pursuant to paragraph 7 below.

7. CEI shall allocate 2005 Wind Energy Conversion Transactions and Attributes on a semi-annual basis and in a reasonable manner in accordance with the

To confirm your agreement to these 2005 supply terms please execute on behalf of NYSEG and RG&E and return a signed original of this letter to me. If you have any questions, please contact me at 212 374-2052.

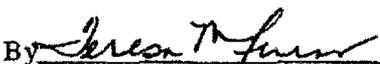
Sincerely,

Community Energy, Inc.


By Brent Alderfer
President & CEO

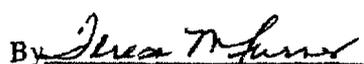
Subscribed and agreed to this ____ day of _____, 2005.

NEW YORK STATE ELECTRIC & GAS CORPORATION

By 
Printed Name TERESA M. TURNER
Title V.P. Customer Service

Subscribed and agreed to this 9th day of January, 2005.

ROCHESTER GAS AND ELECTRIC CORPORATION

By 
Printed Name TERESA M. TURNER
Title V.P. Customer Service