

These are the terms and conditions governing the contract with you for Wind Energy delivered to the New York State power grid. This agreement is between Community Energy Inc. (CEI), RG&E and you, the customer.

1. BACKGROUND

Your purchase of Wind Energy credits enables RG&E and CEI to arrange on your behalf, for the delivery of electricity produced from wind-generation to the New York State Independent System Operator electric grid (NYISO Grid) and at the same time, transfers all of the environmental attributes of the wind energy to you. Purchase of this product does not interfere with your pre-existing service from RG&E or any other competitive electricity supplier.

2. PAYMENT

You will be charged a monthly fee for each block (100 kilowatt-hours (kwh)) of Wind Energy credits that you purchase. You will continue to be billed by RG&E for electricity supply and/or delivery service. If you purchase your electricity supply from a supplier other than RG&E you will continue to be billed by them for your electricity supply. **Wind Energy charges are completely separate from and additional to your electricity delivery and supply charges.**

3. WIND ENERGY DELIVERY ARRANGEMENT SERVICE

An arrangement will be made by RG&E and CEI, on your behalf, for the delivery of wind-generated electricity produced at a wind farm in New York State or the mid-Atlantic region to the NYISO grid.

4. WIND ENERGY CERTIFICATE

Each year you will receive a signed wind energy certificate in the electric account holder's name. The kwh certified shows the amount of wind energy delivered to the NYISO during the previous year and the amount of wind energy credits you purchased.

5. LIMITATION OF WIND SUPPLY

The production of electricity from wind varies daily and seasonally, so that the amount of wind-generated electricity supplied to the NYISO grid may vary from month to month. In the event that sufficient wind energy generation is not available to fulfill your agreement, you will be billed a lesser amount equal to the actual amount of Wind Energy delivered on your behalf.

6. CONVERSIONS TRANSACTION

If your electricity commodity is supplied by a company other than RG&E, RG&E will provide the customer's electric energy supplier the rights to perform Conversion Transactions for the Wind Energy Supply Allotment, through a process administered by the New York State Public Service Commission. If your retail electric energy supplier does not accept these Conversion Transaction rights, New York State PSC rules may preclude the issuance of certificates for the wind energy provided to the grid for this agreement.

7. INTERPRETATION OF CONTRACT AND ASSIGNMENTS

This agreement will be construed according to the laws of the State of New York. As purchaser of these Wind Energy credits, you may not assign this agreement to another party without RG&E's written consent. However, as provider, RG&E may assign any of its rights and obligations under this agreement, including with respect to procurement of Wind Energy or Wind Energy credits, or the performance of Conversion Transactions, in full or in part, to a third party at any time without prior written notification to you. By entering into this agreement, you are consenting to any such full or partial assignment of RG&E's rights and obligations under this agreement in the future. You will receive notification shortly following any such full or partial assignment.

8. TERM

Your participation in the program will continue month to month until terminated by RG&E or you, or when required for legal or regulatory reasons.

9. CANCELLATION POLICY

You, RG&E or CEI may cancel this agreement and discontinue future charges on thirty-days notice for any reason without penalty, including if your account should fall into more than sixty days of arrears. Cancellation of this agreement will not cause the termination of your electric service. To cancel and have wind charges removed from future electric invoices, please contact RG&E via telephone or mail.

10. IF YOU MOVE

Your current wind account will automatically terminate. You may rejoin at your new address by contacting us using the information below.

Contact Information

Telephone: 1.866.WIND.123

Internet: www.rge.com

Mail: RG&E Wind Program - NYSEG Electric Marketing | P.O. Box 5224 | Binghamton, NY 13902-5224