

GUARANTY

Rochester Gas and Electric Corporation
89 East Avenue
Rochester, New York 14649

Greetings:

For value received, we (meaning the undersigned, singular or plural) hereby guaranty to you, your successors and assigns, the payment when due by acceleration or otherwise of all debts, liabilities and obligations of every nature whatsoever of ("Debtor") to you, and all amendments, modifications, renewals or extensions thereof, now or hereafter in effect, the payment of all expenses of collection thereof and of this Guaranty, including attorneys' fees, the payment of any amounts received by you from Debtor which are recovered from you in any bankruptcy or insolvency proceeding (whether by court order or by any agreement), and the performance by Debtor of all its other obligations to be performed under any instrument or agreement entered into by Debtor with you (the "Liabilities").

This Guaranty is an absolute, unconditional and continuing guaranty of payment and performance and is not a guaranty of collection. This instrument shall remain in full force and effect until written notice is received by you at your above address from us, or some one of us, that we desire, or he desires, to be released from further or future liability hereunder or until some one of us dies or is adjudicated mentally incompetent and you have actual notice of the death or adjudication; any such written or actual notice shall not, however, affect the liability of such persons or person, or their or his representatives or successors or any of the rest of us for debts, liabilities or obligations then existing, whether absolute or contingent, or subsequent renewals or extensions thereof. Debts, liabilities or obligations originating after the death, release or adjudicated mental incompetency, of any one or more of us shall bind the others.

We waive all rules of suretyship law, all notices to which we may be entitled, and any other law whatsoever which is legally permitted to be waived by us and which would, if not waived, impair your enforcement of or release us from our Liabilities. By way of example, and not by way of limitation, we agree that our Liabilities shall not be impaired or released by reason of any changes whatsoever made, with or without notice to us, to the Debtor's debts, liabilities or obligations to you, any failure to perfect or enforce any security for the payment of the Liabilities, any release or other impairment of such security, or any release of or settlement with any person liable for payment of the Liabilities. Without limitation, you do not have to give us notice of acceptance of this Guaranty, the creation of any Liabilities, any action you take or do not take regarding Debtor or any other person or any collateral

Revised: 01/20/2004

securing the Liabilities, or give us any demand or notice before you enforce this Guaranty against us. In addition, we will not assert against you, your successors and assigns, any defense, claim, counterclaim or setoff, which we or the Debtor may have against you.

We waive all rights and claims of subrogation, reimbursement indemnity or contribution, and any and all similar rights and claims, however named, at law or in equity, against Debtor or any other person named, now or hereafter, liable for any of the Liabilities.

Our liability hereunder is in addition to any other liability which we have incurred or assumed, or may hereafter incur or assume, by way of endorsement, separate guaranty agreement, or in any other manner, with respect to all or any part of the Liabilities.

This Guaranty contains the entire agreement between you and us and cannot be changed orally. Any omission or delay by you in exercising any right hereunder shall not operate as a waiver, and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof. This Guaranty shall be construed under the laws of the State of New York without regard to conflicts-of-laws rules, which would require the application of the laws of any other jurisdiction. We consent to the nonexclusive jurisdiction of all courts of the State of New York and the United States District Court located in Rochester, New York in connection with any action or proceeding pertaining hereto. WE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ALL ACTIONS PERTAINING TO THIS GUARANTY. We consent to service of process by certified or registered mail sent to our address set forth below or to any changed address to which we shall have given you written notice.

If one or more person executes this Guaranty, the obligations of each such person hereunder shall be joint and several.

Very truly yours,

(Name of Guarantor)

(Address)

By: _____

Its: _____

(Address)

By: _____

Its: _____

SIGNATURE GUARANTY

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 200____, before me, the subscriber, personally came _____, to me known, who being by me duly sworn, deposes and says: That (s)he resides in _____; that (s)he is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that (s)he signed his (her) name thereto by order of the Board of Directors of said corporation.

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 200____, before me, the subscriber, personally came _____, to me known, who being by me duly sworn, deposes and says: That (s)he resides in _____; that (s)he is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that (s)he signed his (her) name thereto by order of the Board of Directors of said corporation.

CORPORATE ACKNOWLEDGMENT

Commonwealth of _____)
:SS.
City/County of _____)

I, _____, the duly elected and acting _____
of _____, do hereby certify the following:

Before me, the undersigned authority, on this day personally appeared
_____, _____, of
_____, a _____ corporation, known to me to
be the person whose name is subscribed to on the Guaranty between Rochester Gas and Electric
Corporation and _____, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, in the capacity therein stated as
the act and deed of said corporation.

Given under my hand and seal of office, this _____.

(Title)

SEAL