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GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** (this “**Guaranty**”), dated _____ is made by [FULL LEGAL NAME OF GUARANTOR], a [state of formation and type of entity] having a principal place of business at _____ (“**Guarantor**”) in favor and for the benefit of **ISO NEW ENGLAND INC.**, a Delaware non-profit, non-stock corporation having an office at One Sullivan Road, Holyoke, Massachusetts 01040 (the “**Guaranteed Party**”). All capitalized terms used in this Guaranty but not defined herein shall have the meaning ascribed to such term as set forth in the Tariff (as defined below).

RECITALS:

WHEREAS, the Guaranteed Party operates, among other things, the wholesale electricity market in New England in accordance with the ISO New England Inc. Transmission, Markets and Services Tariff, as filed with the Federal Energy Regulatory Commission, as amended, supplemented, and/or restated from time to time (the “**Tariff**”); and

WHEREAS, [full legal name of Market Participant], a [state of formation and legal form of Market Participant] (“**Market Participant**”) is a party to a Market Participant Services Agreement with the Guaranteed Party (the “**MPSA**”), by which the Market Participant participates in the New England Markets, including, but not limited to the Forward Capacity Market, administered by the Guaranteed Party; and

WHEREAS, in connection with Market Participant’s participation in the New England Markets, Market Participant is required to satisfy the financial assurance requirements of the ISO New England Financial Assurance Policy (the “**Financial Assurance Policy**”), as set forth in Exhibit IA to the Tariff; and

WHEREAS, Market Participant, in connection with its participation and/or continued participation in the Forward Capacity Market, has requested that Guaranteed Party accept this Guaranty as part of the Market Participant’s compliance with the requirements under the Financial Assurance Policy for its participation in the Forward Capacity Market; and

WHEREAS, Guarantor is the *[describe relationship between Guarantor and Market Participant – entity must be an Affiliate (as defined in the Tariff) of Market Participant]* of the Market Participant and acknowledges that it will derive substantial direct and indirect benefits from (i) the Market Participant’s participation and/or continued participation in the markets administered by the Guaranteed Party, including but not limited to the Forward Capacity Market, and the other benefits provided by the Guaranteed Agreements (as defined below), and (ii) Guaranteed Party’s acceptance of this Guaranty as part Market Participant’s compliance with the requirements under the Financial Assurance Policy; and

WHEREAS, Guarantor desires to guarantee certain financial obligations of the Market Participant under the Guaranteed Agreements in accordance with and subject to the terms and conditions of this Guaranty (with effect from the date of each of the Guaranteed Agreements) in order to induce Guaranteed Party to consider and accept this Guaranty as part of the Market Participant’s compliance with the requirements under the Financial Assurance Policy that Market Participant shall have, from time to time in connection with Market Participant’s participation in the Forward Capacity Market.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor, and in order to induce Guaranteed Party to consider and accept this Guaranty as part of the Market Participant’s compliance

with requirements, from time to time, under the Financial Assurance Policy in connection with Market Participant's participation in the Forward Capacity Market, Guarantor hereby covenants and agrees as follows:

1. **Guaranteed Amounts.** Guarantor hereby absolutely, unconditionally, and irrevocably guarantees, as primary obligor and not merely as a surety, the prompt and complete payment when and as due hereunder of all of the Guaranteed Obligations (as defined below). This Guaranty covers the Guaranteed Obligations presently existing and hereafter arising. Without limiting the generality of the foregoing, Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by Market Participant under or in respect of the Guaranteed Agreements but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, insolvency or similar proceeding involving Market Participant. The guaranty of Guarantor as set forth in this **Section 1** is a continuing guaranty of payment and not a guaranty of collection. Guarantor further agrees that all or part of the Guaranteed Obligations may be increased, extended, substituted, amended, renewed, or otherwise modified from time to time without notice to or consent from Guarantor and such actions shall not affect the liability of Guarantor hereunder. For greater certainty, Guarantor's obligations and liability under this Guaranty shall be limited to payment and/or monetary obligations only and Guarantor shall have no obligation to otherwise perform under the Guaranteed Agreements, including, without limitation, to sell, deliver, supply or transport electricity or any other commodity.

The term "**Guaranteed Obligations**" shall mean any and all Capacity Performance Payments (as defined in the Tariff) that the Market Participant now or hereafter owes to the Guaranteed Party, pursuant to, or in connection with, its participation in the Forward Capacity Market in accordance with the MPSA and the ISO New England Operating Documents (collectively, as each may be amended, restated, replaced, extended, supplemented and/or otherwise modified from time to time, the "**Guaranteed Agreements**" and each a "**Guaranteed Agreement**"), ~~together with all fees, costs, expenses (including, without limitation, reasonable fees and expenses of counsel (including any in-house counsel fees) incurred by Guaranteed Party in enforcing any rights under any of the Guaranteed Agreements in connection with Market Participant's participation in the Forward Capacity Market), contract causes of action and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, fixed or otherwise (including any and all monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding).").~~ If Capacity Performance Payments is no longer a defined term in the Tariff, then the Guaranteed Obligations shall include the performance-dependent portion of revenue received in the Forward Capacity Market.

2. **Primary Liability of Guarantor.** This Guaranty is an absolute, irrevocable, unconditional and continuing guaranty of payment, and Guarantor shall be liable for the payment of the Guaranteed Obligations as a primary obligor. This Guaranty shall be effective as a waiver of, and Guarantor hereby expressly waives, any right to which Guarantor may otherwise have been entitled, whether existing under statute, at law or in equity, to require Guaranteed Party to take prior recourse or proceedings against any collateral, security or Person (as defined below), including, without limitation, the Market Participant. It shall not be necessary for Guaranteed Party, in order to enforce this Guaranty, first to institute suit or pursue or exhaust any rights or remedies against the Market Participant or any other Person liable on or for any of the Guaranteed Obligations or any of the other obligations (including, without limitation any performance obligations) of the Market Participant under or pursuant to the Agreements (as defined below) (collectively, the "**Obligations**") or to enforce any rights against any security given to secure any of the Obligations, or to join Market Participant or any other Person liable for the Obligations or any part thereof in any action to enforce this Guaranty, or to resort to any other means of obtaining satisfaction of the Obligations; provided, however, that nothing herein contained shall prevent Guaranteed Party from suing on, or exercising any other right under, any of the Agreements or any other guaranty. Suit may be brought or demand may be made against Market Participant or against any or all Persons who have signed this Guaranty or any other

guaranty covering all or any part of the Obligations, or against any one or more of them, separately or together, without impairing the rights of Guaranteed Party against any party hereto.

The term “**Person**” shall mean any natural Person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity. The term “**Agreements**” shall mean, collectively, the Guaranteed Agreements, the applicable Letter of Credit, the applicable Security Agreement and the applicable Control Agreement, as each may be amended, restated, replaced, extended, supplemented and/or otherwise modified from time to time, and each an “**Agreement**”.

3. **Agreement to Pay or Perform.** This is a guaranty of payment and not of collection. If Market Participant is in payment default under any of the Guaranteed Agreements, Guarantor, upon demand, without any notice other than such demand, and without any further action by Guaranteed Party, shall promptly (but in any event no later than 5:00 p.m. (eastern prevailing time) on the next Business Day after such demand is made) pay the amount of such unpaid Guaranteed Obligations to Guaranteed Party in cash regardless of the due date of the Guaranteed Obligation- together with any and all Expenses (as hereinafter defined). Upon making a demand under this Guaranty, the Guaranteed Party will provide Guarantor with the Guaranteed Party’s wiring or other payment instructions for such payment.

4. **Certain Agreements and Waivers by Guarantor.** Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Guaranteed Agreements, regardless of any law, regulation, or order of any governmental authority now or hereafter in effect. Guarantor agrees that neither Guaranteed Party’s rights or remedies nor Guarantor’s obligations under the terms of this Guaranty shall be released, diminished, impaired, reduced or affected by, and Guarantor hereby waives any defenses to enforcement it may have (now or in the future) by reach of, or with respect to, the following:

i. any illegality or lack of validity or enforceability of, or defect or deficiency in, any Obligation or any Agreement or any related agreement or instrument for any reason or circumstance, including, without limitation, because Market Participant has any valid defense, claim or offset with respect thereto or because Market Participant’s obligation ceases to exist by operation of law; and Guarantor acknowledges and agrees that Guarantor’s liability under this Guaranty is not conditioned upon the legality, validity or enforceability of the Agreements (or any one of them) or the Obligations and that Guarantor shall remain liable hereon regardless of whether Market Participant or any other Person be found not liable on the Obligations, or any part thereof, for any reason (and regardless of any joinder of Market Participant or any other party in any action to obtain payment or performance of any or all of the Obligations);

ii. the lack of legal existence of the Market Participant or any other Person or lack of legal obligation to discharge all or any portion of the Obligations by the Market Participant or any other Person for any reason whatsoever, including, without limitation, in any insolvency, bankruptcy or reorganization of any Person;

iii. either with or without notice to or consent of Guarantor, any renewal, extension, modification, supplement, subordination or rearrangement of the terms of any or all of the Obligations and/or any of the Agreements, including material alterations of the terms of payment (including changes in due date(s) and interest rate(s)) or performance or any other terms thereof, or any waiver, termination, or release of, or consent to departure from, any of the Agreements or any other guaranty of any or all of the Obligations, or any adjustment, indulgence, forbearance, or compromise that may be granted from time to time by Guaranteed Party to Market Participant or any other Person at any time liable for the payment or performance of any or all of the Obligations under any of the Agreements;

iv. any taking, accepting, substitution, release, surrender, abandonment, exchange, alteration, sale or other disposition, subordination, deterioration, waste, failure to protect or preserve, impairment, or

loss of, or any failure to create or perfect any lien or security interest with respect to, or any other dealings with, any collateral or security at any time existing or purported, believed or expected to exist in connection with any or all of the Obligations, or any impairment of Guarantor's recourse against any Person or collateral;

v. any taking, accepting, impairment, amendment, waiver, or other modification of any guaranty, for all or any portion of the Obligations or the failure of any other Person to execute or deliver this Guaranty or any other guaranty or agreement, or the release or reduction of liability of any Person or surety, with respect to the Obligations;

vi. any default, failure, or delay, willful or otherwise, in the performance of all or any portion of the Obligations;

vii. whether express or by operation of law, any partial release of the liability of Guarantor hereunder (except to the extent expressly so released by Guaranteed Party in writing) or any complete or partial release of Market Participant or any other Person liable, directly or indirectly, for the payment or performance of any or all of the Obligations;

viii. any change, restructuring, or termination of the corporate structure, ownership, or existence of the Market Participant, Guarantor or any Other Guarantor (as defined below) or any of their subsidiaries or affiliates, or any (voluntary or involuntary) receivership, insolvency, bankruptcy, reorganization, assignment for the benefit of creditors, or other similar proceeding affecting the Market Participant, any Other Guarantor or their respective assets, or any resulting release or discharge of any Obligation;

ix. any failure of Guaranteed Party to notify Guarantor of any creation, renewal, extension, rearrangement, modification, supplement, subordination, or assignment of the Obligations or any part thereof, or of any Agreement or other guaranty, or of any release of or change in any security, or of the occurrence or existence of any default, or of any other action taken or refrained from being taken by Guaranteed Party against Market Participant, any Other Guarantor or any security or other recourse, or of any new agreement between Guaranteed Party and Market Participant or any Other Guarantor, it being understood that Guaranteed Party shall not be required to give Guarantor any notice of any kind under any circumstances with respect to or in connection with the Obligations (including, without limitation, the Guaranteed Obligations), the Agreements or any other guaranty, any and all rights to notice Guarantor may have otherwise had being hereby waived by Guarantor, and Guarantor shall be responsible for obtaining for itself information regarding Market Participant and any Other Guarantor, including any changes in the business or financial condition of Market Participant, and Guarantor acknowledges and agrees that Guaranteed Party shall have no duty to notify Guarantor of any information which Guaranteed Party may have concerning Market Participant or any Other Guarantor;

x. any neglect, lack of diligence, delay, omission, failure, or refusal of Guaranteed Party to take, exercise, enforce or prosecute (or in taking, exercising, enforcing or prosecuting) any claim, demand, right, remedy, or action with respect to any of the Obligations, or to foreclose or take or prosecute any action to foreclose (or in foreclosing or taking or prosecuting any action to foreclose) upon any security therefor, or to exercise (or in exercising) any other right or power with respect to any security therefor, or take, exercise, enforce or prosecute (or in taking, exercising, enforcing or prosecuting) any claim, demand, right, remedy, or action in connection with any Agreement, or any failure to sell or otherwise dispose of in a commercially reasonable manner any collateral securing any or all of the Obligations;

xi. any waiver by Guaranteed Party of any right or remedy; or any waiver by Guaranteed Party of the Market Participant's performance of any of the Obligations or the Market Participant's or any Other Guarantor's default under any of the Agreements or Other Guarantor under any other guaranty;

xii. the existence of any claim, counterclaim, set-off or other right that Guarantor may at any time have against Guaranteed Party, Market Participant, any Other Guarantor or any other Person, whether or not arising in connection with this Guaranty, any of the Agreements or any other guaranty;

xiii. any transfer, assignment or mortgaging by the Market Participant or Guaranteed Party of any interest in the Agreements (or any one of them), this Guaranty or any other guaranty;

xiv. any order, ruling, or plan of reorganization or liquidation emanating from proceedings under Title 11 of the United States Code with respect to Market Participant or any other Person, including any extension, reduction, composition, or other alteration of the Obligations, whether or not consented to by Guaranteed Party, or any action taken or omitted by Guaranteed Party in any such proceedings, including any election to have Guaranteed Party's claim allowed as being secured, partially secured or unsecured, any extension of credit by Guaranteed Party in any such proceedings or the taking and holding by Guaranteed Party of any security for any such extension of credit; or

xv. any other circumstance (including, without limitation, any statute of limitations or other laws regarding limitations of actions) or any existence of, or reliance on, any representation by Guaranteed Party that might vary the risk of ~~any~~ Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Market Participant or any Other Guarantor or surety.

It is the intent of Guarantor and Guaranteed Party that the obligations and liabilities of Guarantor hereunder are absolute, irrevocable, unconditional and continuing under any and all circumstances and that until the Obligations are indefeasibly paid in full, and not subject to refund or disgorgement, the obligations and liabilities of Guarantor hereunder shall not be discharged or released, in whole or in part, by any of the above events, actions, facts or circumstance or by any act or occurrence that might, but for the provisions of this Guaranty, be deemed a legal or equitable discharge or release of a guarantor.

The term “**Other Guarantor(s)**” shall mean any other Person that guarantees of any or all of Obligations under the Agreements (or any one of them).

5. **Waivers and Acknowledgments.** Guarantor hereby unconditionally and irrevocably waives (i) any right to revoke (without Guaranteed Party's prior written consent, which consent may be withheld in its sole discretion) this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Guaranteed Obligations, (ii) promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor, and any other notice with respect to any of the Obligations and this Guaranty, including, without limitation, notice of acceptance of this Guaranty and notice of any claim or demand upon Market Participant or Guarantor, (iii) any requirement that Guaranteed Party protect, secure, perfect, or insure any lien, security interest and/or mortgage or any property subject thereto, and (iv) any defense based on any right of set-off or recoupment or counterclaim against or in respect of the obligations of Guarantor hereunder.

6. **Application of Collateral/Security/Financial Assurance.** Guarantor hereby agrees that Guaranteed Party may exercise any and all rights and remedies available to it at law, in equity and/or under any of the Agreements with respect to the Obligations and that Guaranteed Party may apply any and all sums received from Market Participant, any Person (other than Guarantor) and/or any collateral, security, or financial assurance given to secure any of the Obligations in such order and priority as Guaranteed Party may, in its sole and absolute discretion, determine, including, without limitation, to apply such sums and/or collateral first to the Obligations not included in the Guaranteed Obligations. For the avoidance of doubt, it shall not be necessary for Guaranteed Party, in order to enforce this Guaranty, to first apply any or all sums received from Market Participant, any Person (other than Guarantor) and/or any collateral, security, or financial assurance given to the Guaranteed Obligations. Any right to which Guarantor may otherwise have

been entitled, whether existing under statute, at law or in equity, to require Guaranteed Party to apply any sums received from Market Participant, any Person (other than Guarantor) and/or any collateral, security, or financial assurance given to Guaranteed Party to the Guaranteed Obligations before applying said sums to any of the Obligations that do not constitute the Guaranteed Obligations is hereby expressly and knowingly waived by Guarantor.

7. **Subrogation.** Guarantor shall not have, and Guarantor hereby agrees that it does not have, any right of subrogation under any of the Agreements or any other guaranty or any right to participate in any security for the Obligations or any right to reimbursement, exoneration, contribution, indemnification or any similar rights, until the indefeasible payment in full and discharge of all the Obligations, and Guarantor hereby waives all of such rights. If any amount shall be paid to Guarantor on account of such subrogation rights at any time while any of the Obligations under the Agreement remains outstanding, such amount shall be held by Guarantor in trust for Guaranteed Party and shall, forthwith upon receipt by Guarantor, be turned over to Guaranteed Party in the exact form received by Guarantor (duly indorsed by Guarantor or Market Participant, if required), to be applied to Obligations under the Agreements.

8. **Subordination.** If, for any reason whatsoever, Market Participant is now or hereafter becomes indebted to Guarantor such indebtedness and all interest thereon and all liens, security interests and rights now or hereafter existing with respect to any property or assets of Market Participant securing such indebtedness shall, at all times, be subordinate in all respects to the Obligations and to all liens, security interests and rights now or hereafter existing to secure the Obligations. Guarantor shall promptly upon request of Guaranteed Party from time to time execute such documents and perform such acts as Guaranteed Party may require to evidence the subordination set forth in this **Section 8**. All promissory notes, accounts receivable ledgers or other evidences, now or hereafter held by Guarantor, of obligations of Market Participant to Guarantor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under and is subject to the terms of this Guaranty.

9. **Term of Guaranty.** This Guaranty shall continue in full force and effect until the earlier of ~~(a)~~ the date on which (a) Guarantor receives written notice from Guaranteed Party of its unilateral decision to terminate this Guaranty at any time in its sole discretion, or (b) the date on which the Market Participant's Market Participant (b) Guaranted Party provides its written consent, which consent shall not be unreasonably withheld, to Guarantor's written request to terminate this Guaranty, provided however, that Guaranteed Party shall not consider such written request until Market Participant has provided adequate financial assurance in accordance with the Financial Assurance Policy without taking into consideration this Guaranty; or (c) the Market Participant's Financial Assurance Requirement is no longer in effect under the Tariff and all amounts owed by Market Participant pursuant to the Agreements have been indefeasibly paid in full and are not subject to any bankruptcy preference period or any other disgorgement, including any amounts owed as a result of true-ups or other corrections to settlements of obligations owed or incurred while the Agreements and this Guaranty are in effect. For clarification and confirmation, any notice given by Guaranteed Party to Market Participant (including, without limitation, any notice notifying the Market Participant that this Guaranty is or will no longer be considered for purposes of the Corporate Liquidity Assessment under the Financial Assurance Policy) under any of the Agreements, including, without limitation, the Financial Assurance Policy, shall not, and Guarantor hereby agrees that the same shall not, constitute written notice under Section 9(a) or written consent under Section (b) hereof. This Guaranty may be enforced by Guaranteed Party from time to time and as often as occasion for such enforcement may arise prior to the expiration or termination hereof. This Guaranty shall survive and continue to bind Guarantor following any merger, reorganization, consolidation, or other change in Market Participant's or Guarantor's structure or business affairs.

10. **Expenses.** Guarantor shall be liable for, and shall pay on demand, all fees (including, without limitation, reasonable fees and expenses of counsel (including any in-house counsel fees)), costs, expenses

(including, without limitation, costs of collection) incurred by Guaranteed Party in (a) enforcing any rights under this Guaranty or any of the other Guaranteed Agreements, and any contract causes of action and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, fixed or otherwise (including any and all monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) administering this Guaranty, and/or (c) amending or modifying this Guaranty- (collectively, the “Expenses”). The provisions of this **Section 10** shall survive termination of this Guaranty.

11. **Remedies; No Set-Off.** The rights, remedies, powers, privileges and discretions of Guaranteed Party under this Guaranty, the Agreements, and any other guaranty are cumulative of each other and of any and all other rights at law or in equity, and the exercise by Guaranteed Party of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by Guaranteed Party of any or all such other rights and remedies. No failure by Guaranteed Party to exercise, nor delay in exercising or enforcing any of Guaranteed Party’s rights and remedies shall operate as, or constitute, a waiver thereof or as a waiver of any default. No single or partial exercise of any rights or remedies of Guaranteed Party shall preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No notice to or demand on Guarantor in any case shall of itself entitle Guarantor to any other or further notice or demand in similar or other circumstances. No provision of this Guaranty or any right or remedy of Guaranteed Party with respect hereto, or any default or breach, can be waived, nor can this Guaranty or Guarantor be released or discharged in any way or to any extent, except specifically in each case by a writing intended for that purpose (and which refers specifically to this Guaranty) executed and delivered by Guaranteed Party to Guarantor. No set-off, counterclaim, or other defense of any kind that Guarantor may have against Market Participant or any Other Guarantor shall diminish or impair the rights and remedies of the Guaranteed Party and the obligations of Guarantor hereunder.

12. **Bankruptcy or Insolvency.** In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership, or other debtor relief law or any judgment, order, or decision thereunder, the Guaranteed Party must rescind or surrender any payment received by Guaranteed Party, any prior release or discharge from the terms of this Guaranty shall be nullified and this Guaranty shall be reinstated and remain in full force and effect. ~~Guarantor agrees that in any bankruptcy or insolvency of the Market Participant or any assignment to or composition, reorganization or other similar proceeding made with the Market Participant’s creditors, the Guaranteed Party shall have the right, without any obligation to make any filing whatsoever in any proceeding, to rank in priority to Guarantor for the full amount of the Guaranteed Party’s claims in respect of the Obligations, all without prejudice to its claim against Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Obligations. Until such time as the indefeasible payment in full and discharge of the Obligations, any amounts received by Guarantor within any bankruptcy or insolvency proceeding or otherwise in respect of the Obligations or that is otherwise inconsistent with this Guaranty shall be segregated and held in trust and forthwith paid over to Guaranteed Party in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. Guaranteed Party is hereby authorized to make any such endorsements as agent for Guarantor. This authorization is coupled with an interest and is irrevocable until such time as this Guaranty is terminated in accordance with its terms. Guarantor agrees that it shall not approve or assert any claim in competition with Guaranteed Party in respect of or regarding any payment made under any of the Agreements or hereunder in any bankruptcy, insolvency, reorganization or any other proceeding.~~

13. **Limitation on Guaranty of Guaranteed Obligations.** In any action or proceeding with respect to Guarantor involving any state corporate law, the Bankruptcy Code or any other state or federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of Guarantor under **Section 1** hereof would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its

liability under said **Section 1**, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by Guarantor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding. For purposes of this Section, “Bankruptcy Code” shall mean Chapter 11 of Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

14. **Representations, Warranties and Covenants.** Guarantor hereby represents, warrants and covenants, which shall be deemed to be continuing representations, warranties and covenants so long as this Guaranty remains in place, to Guaranteed Party that:

i. Guarantor is duly organized, validly existing, and in good standing under the laws of the state of its organization. Guarantor has the legal power to execute and deliver this Guaranty and to perform this Guaranty in accordance with its terms. The execution, delivery and performance by Guarantor have been duly authorized by all necessary corporate action and do not violate Guarantor’s governing or constating documents or any law, order or contractual restriction binding on Guarantor. This Guaranty has been duly executed and delivered by Guarantor and is a legal, valid, and binding obligation of Guarantor and is enforceable against Guarantor in accordance with its terms.

ii. Guarantor is, and shall remain, an Affiliate (as defined in the Tariff) of Market Participant.

~~iii.~~ No consents of or filings with any governmental authority or any other Person are required for the execution, delivery, performance or enforceability of this Guaranty, except those that have been duly obtained or made.

~~iv.~~ There is no action or proceeding pending or, to Guarantor’s knowledge, threatened by or before any court, tribunal, arbitrator, or governmental agency against or affecting Guarantor which, if adversely determined, would have a material adverse effect on Guarantor’s ability to perform its obligations hereunder.

~~v.~~ All financial statements and information heretofore furnished or made available to Guaranteed Party by (or on behalf of) Guarantor do, and all financial statements and information hereafter furnished or made available to Guaranteed Party by, or on behalf of, Guarantor will, fully and accurately present the condition (financial or otherwise) of Guarantor as of their dates and the results of Guarantor’s operations for the periods therein specified in all material respects, and, since the date of the most recent financial statements of Guarantor heretofore furnished to Guaranteed Party, no material adverse change has occurred in the financial condition of Guarantor, nor, has Guarantor incurred any material liability, direct or indirect, fixed or contingent, which change or liability would have a material adverse effect on Guarantor’s ability to perform its obligations hereunder. At such reasonable times as Guaranteed Party requests, Guarantor will ~~Guarantor shall promptly provide written notice to Guaranteed Party of the occurrence of any material adverse change in the financial condition of Guarantor, or the increase in, or the addition of any new, material liability, direct or indirect, fixed or contingent, which change(s) or liability(ies) would (individually or in the aggregate) have a material adverse effect on Guarantor’s ability to perform its obligations hereunder. As and when required under the Tariff and at such other reasonable times as Guaranteed Party requests, Guarantor shall~~ furnish, and certify (through an authorized officer of Guarantor), to Guaranteed Party such information (financial or otherwise) as Guaranteed Party may reasonably request, including, without limitation, the information (financial or otherwise) required under Section VII.A.3 of the Financial Assurance Policy.

~~vi.~~ No bankruptcy or insolvency proceedings are pending or, to the best of Guarantor’s knowledge, contemplated by or against Guarantor under Title 11 of the United States Code, as now or

hereafter in effect, or any other applicable law, domestic or foreign, as now or hereafter in effect, relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement or composition, extension or adjustment of debts, or other debtor relief, or similar laws affecting the rights of creditors.

~~vi.~~^{vii.} After giving effect to this Guaranty, Guarantor is solvent, is not engaged or about to engage in business or a transaction for which the property or assets of Guarantor is an unreasonably small capital, and does not intend to incur or believe that it will incur debts that will be beyond its ability to pay as such debts mature.

~~vii.~~^{viii.} Guarantor has read and fully understands the provisions contained in this Guaranty and each of the Agreements.

15. **Assignment.** The Guaranteed Party may assign its rights under this Guaranty without the consent of Guarantor and without in any way diminishing Guarantor's liability hereunder. Guarantor may not assign and/or delegate its rights, interests or obligations hereunder without the prior written consent of Guaranteed Party, which consent may be withheld in Guaranteed Party's sole discretion, and any purported assignment absent such consent is null and void. This Guaranty and all the terms, provisions and conditions hereof shall be binding upon Guarantor and Guarantor's successors and assigns and shall inure to the benefit of Guaranteed Party, its successors and assigns.

16. **Adequacy of Consideration.** Guarantor acknowledges that the consideration it has received on account of this Guaranty constitutes adequate consideration for entering into this Guaranty and for its obligations hereunder and that all waivers and acknowledgments (including, without limitation, those set forth in **Sections 4, 5, 6 and 16** hereof) set forth in this Guaranty by Guarantor are knowingly and intentionally made. Guarantor acknowledges that the Guaranteed Party will rely on this Guaranty, including, without limitation, the representations, warranties, covenants, waivers and acknowledgements set forth herein, in determining the Market Participant's compliance with the Financial Assurance Policy in connection with such Market Participant's participation in the Forward Capacity Market, Guarantor irrevocably waives any claim or defense that this Guaranty was made without consideration or is not supported by adequate consideration or that the obligations of Guarantor hereunder exceed or are more burdensome than those of the Market Participant under the Agreements.

17. **Notice.** All notices called for in this Guaranty shall be in writing and shall be considered as having been given if delivered by hand against receipt, by registered or certified mail, courier, or by facsimile (with confirmation). The date of delivery of any such notice shall be the earlier of (i) the date of actual receipt if Personally delivered, or (ii) the date of actual receipt if sent by courier, or (iii) four (4) Business Days after such notice is sent by registered or certified mail, or (iv) the date such notice is sent by facsimile if sent before or during Guaranteed Party's regular business hours or (v) the following Business Day if such notice is sent by facsimile after Guaranteed Party's regular business hours.

Guarantor's address for notices is as follows, or such other address as Guarantor may provide to Guaranteed Party from time to time:

[_____]

Guaranteed Party's address for notices is as follows, or such other address as the Guaranteed Party may provide to Guarantor from time to time:

ISO New England Inc.
One Sullivan Road
Holyoke, Massachusetts 01040

Fax: 413-540-4569
Attention: General Counsel, and Market & Credit Risk Department

18. **Amendment and Waiver.** The terms and provisions of this Guaranty may not be amended or waived without the prior written consent of Guaranteed Party and Guarantor.

19. **Entire Agreement; Headings.** This Guaranty contains the entire understanding between Guarantor and Guaranteed Party with respect to the subject matter hereof and supersedes all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided herein, there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied. This Guaranty may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. Descriptive headings are inserted solely for convenience of reference, do not form part of this Guaranty, and are not to be used as an aid in the interpretation of this Guaranty.

20. **Severability.** It is intended that all provisions of this Guaranty shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions, or part thereof shall be deemed severed from the remainder of this Guaranty and all other provisions shall remain in full force, unless the substantive purpose of this Guaranty is then frustrated, in which case Guaranteed Party may terminate this Guaranty upon written notice to Guarantor and the Market Participant.

21. **Choice of Law; Jurisdiction; Venue; and Service of Process.** THIS GUARANTY AND ANY CLAIM, CONTROVERSY, DISPUTE, OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF, OR RELATING TO THIS GUARANTY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS AND OF THE UNITED STATES DISTRICT COURT OF MASSACHUSETTS, AND ANY APPELLATE COURT THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS OF THE COMMONWEALTH OF MASSACHUSETTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH PARTY HERETO AGREES THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY IN ANY COURT REFERRED TO IN THIS SECTION. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

22. **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS GUARANTY OR ANY OTHER AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY. EACH PARTY HERETO (A) CERTIFIES THAT NO AGENT, ATTORNEY, REPRESENTATIVE, OR OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF LITIGATION, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

23. **Further Assurances.** Guarantor agrees to execute and deliver all such instruments and take all such action as Guaranteed Party may from time-to-time reasonably request in order to effectuate fully the purposes of this Guaranty.

24. **Time of Essence.** Time shall be of the essence in this Guaranty with respect to all of Guarantor's obligations hereunder.

25. **Survival Upon Succession, Substitute or Replacement.** Notwithstanding anything to the contrary contained in this Guaranty and for the avoidance of doubt, Guarantor hereby agrees that for purpose of this Guaranty all reference to the "Forward Capacity Market" shall mean and include the Forward Capacity Market as the same is in place and administered by the Guaranteed Party as of the date of this Guaranty and any successor or substitute market thereto, or replacement market thereof, administered by Guaranteed Party. If there is a successor or substitute market, or a replacement market, to the Forward Capacity Market then this Guaranty shall apply to such successor or substitute market or replacement market as if such market was in place at the time of execution of this Guaranty and, if requested by Guaranteed Party, in its sole and absolute discretion, Guarantor shall, within five (5) Business Days after request from Guaranteed Party, execute and delivery such instruments and take all such actions as Guaranteed Party may from time-to-time in order to effectuate the purposes of this Section, including, without limitation, a new guaranty or an amended and restated guaranty.

26. **Joint and Several Liability.** If more than one Person is included in the definition of Guarantor and/or has executed this Guaranty or any other guaranty in favor of Guaranteed Party, the liability of all such Persons hereunder and thereunder shall be joint and several with each other and with any Other Guarantor.

[IF THE GUARANTOR IS A FOREIGN ENTITY THEN THE FOLLOWING ADDITIONAL SECTION SHOULD BE INCLUDED:

27. **Special Foreign Provisions.**

(a) **Inconsistencies.** In the event of any inconsistencies between the other Sections of this Guaranty and this Section of the Guaranty, the terms and conditions of this Section of the Guaranty shall control and be binding.

(b) **English Language.** All financial reports and other information submitted, whether required under this Guaranty or otherwise, to Guaranteed Party shall be submitted in English.

(c) **Payments in Required Currency; Currency Indemnity.**

i. The U.S. Dollar is the sole currency (the “**Required Currency**”) of account and payment for all sums payable by Market Participant and Guarantor under or in connection with the Obligations, including, without limitation, the Guaranteed Obligations and damages. Any amount with respect to the Obligations, including, without limitation, the Guaranteed Obligations, received or recovered in a currency other than the Required Currency, whether as a result of, or the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Market Participant, the Guarantor or otherwise by Guaranteed Party, in respect of any sum expressed to be due to it from Market Participant or Guarantor will only constitute a discharge to Guarantor to the extent of the Required Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

ii. If that Required Currency amount is less than the Required Currency amount expressed to be due to Guaranteed Party under the Guaranteed Agreements, Guarantor will indemnify Guaranteed Party against any loss sustained by it as a result. In any event, Guarantor will indemnify Guaranteed Party against the cost of making any such purchase. For the purposes of this currency indemnity provision, it will be prima facie evidence of the matter stated therein, for Guaranteed Party to certify in a manner reasonably satisfactory to Guarantor (indicating the sources of information used) the loss it incurred in making any such purchase. These indemnities constitute a separate and independent obligation from Guarantor’s other Guaranteed Obligations, will give rise to a separate and independent cause of action, will apply irrespective of any waiver granted by Guaranteed Party (other than a waiver of the indemnities set out herein) and will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Guaranty. For the purposes of determining the amount in a currency other than the Required Currency, such amount shall be determined using the Exchange Rate (as defined below) then in effect. The term “**Exchange Rate**” shall mean, on any day, the rate at which the currency other than the Required Currency may be exchanged into the Required Currency at approximately 11:00 a.m. Boston, Massachusetts time, as quoted in the Wall Street Journal or, if not available, such other source as determined by the Guaranteed Party.

(d) Subject to Delaware Law and Service of Process.

i. Guarantor shall maintain, at all times, a registered agent in Massachusetts (the “**Process Agent**”). Guarantor hereby irrevocably appoints its Process Agent as its true and lawful agent and attorney-in-fact in its name, place and stead to accept such service of any and all writs, processes and summonses. Guarantor further agrees that the failure of its Process Agent to give any notice of any such service of process to Guarantor shall not impair or affect the validity of such service or of any judgment based thereon. Guarantor consents and agrees that such service shall constitute in every respect, valid and effective service. Guarantor’s Process Agent is set forth below, and Guarantor shall provide Guaranteed Party with written notification of any change of its Process Agent or the address thereof.

[PROCESS AGENT]
[ADDRESS]
[TELEPHONE]
[EMAIL]

ii. Guarantor is subject to Delaware civil and commercial law with respect to its obligations under this Guaranty, and where applicable the laws of the Commonwealth of

Massachusetts and procedural laws of the United States of America in connection with any action to enforce such obligations, and Guarantor has no immunity, sovereign or otherwise, from any suit or proceeding, the jurisdiction of any court, recoupment, setoff, or legal process (and hereby waives any defense of immunity to the extent available to Guarantor). This Guaranty is in proper legal form for enforcement against Guarantor. No filing, recording or notarization of any kind is required for enforcement of this Guaranty. No tax or other charge not already paid must be paid on or as a condition to the enforceability of this Guaranty, and there are no taxes imposed by the country in which Guarantor is organized or has its principal business office on or by virtue of Guarantor's execution or delivery of this Guaranty other than payable by Guarantor and which have already been paid.

(e) ~~Reserved.~~ **[ADDITIONAL PROVISIONS TO BE INSERTED THAT ARE SPECIFIC TO GUARANTOR'S COUNTRY OF ORIGIN TO ENSURE THE ENFORCEABILITY OF THIS GUARANTY]**

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DRAFT – provided for discussion at ~~April 24~~July 29, 2024 Budget and Finance Subcommittee

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IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of the day and year first above written

[GUARANTOR]

By: _____

Name: _____

Title: _____

Duly Authorized.