ATTACHMENT 6

SAMPLE SURETY BOND

Surety Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that we, [**full legal name of Non-Municipal Market Participant**], a [_____] organized under the laws of the State of [_____], as Principal ("Principal"), and [**full legal name of surety**], a [_____] organized under the laws of the State of [_____], as surety ("Surety"), are held and firmly bound unto ISO New England Inc., a Delaware nonprofit corporation, (the "ISO"), in the amount of [_____] dollars ($[_____]) in lawful money of the United States of America (the "Amount") well and truly to be paid to the ISO, and we bind ourselves, our permitted successors, and permitted assigns, jointly and severally, firmly by the terms set forth in this Surety Bond (the "Surety Bond" or "Bond").

WHEREAS, Principal seeks to participate in the markets administered by the ISO and/or to schedule transmission service in the ISO Control Area; and

WHEREAS, Principal must satisfy the financial assurance requirements established in the ISO's Transmission, Markets, and Services Tariff (the "ISO Tariff") to participate in the markets administered by the ISO or to schedule transmission service in the ISO Control Area; and;

WHEREAS, Surety has agreed, in exchange for compensation provided by Principal, to provide this Surety Bond on behalf of Principal in accordance with the financial assurance requirements under the ISO Tariff;

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Bond and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Principal and Surety agrees as follows:

Section 1. Definitions. Each capitalized term used herein and not otherwise defined in this Bond shall have the meaning assigned to it in the ISO Tariff.

Section 2. The Bond.

2.01 The Bond. Surety hereby unconditionally, absolutely, and irrevocably guarantees to the ISO and its successors and assigns the full punctual payment and performance by the Principal of all of the Principal's payment obligations to the ISO under the ISO Tariff (including the ISO New England Financial Assurance Policy and the ISO New England Billing Policy) and to the NEPOOL Participants under the NEPOOL Agreement (collectively, the "Obligations" or "Obligation") in an aggregate amount that is not greater than the Amount of this Bond. As used in this Surety Bond, the term Obligations or Obligation means, collectively, the following:

(a) any and all indebtedness, liabilities and sums of money now or hereafter due and owing by Principal to the ISO pursuant to, or arising under, the ISO Tariff, including (without limitation) all scheduling, operating, planning, reliability and settlement policies, rules, guidelines and procedures established from time to time by the ISO;

(b) any and all indebtedness, liabilities and sums of money now or hereafter due and owing by Principal to the NEPOOL Participants pursuant to, or arising under, the NEPOOL Agreement;

(c)any and all interest and out-of-pocket expenses (including reasonable attorneys' fees) now or hereafter due and owing by Principal pursuant to the ISO Tariff or the NEPOOL Agreement, whether or not allowed under any Debtor Relief Law (defined below) (including all post-petition interest accruing after the commencement of any bankruptcy or insolvency proceeding by or against Principal, whether or not allowed in such proceeding), and all other amounts that would be part of the Obligations but for the operation of Debtor Relief Laws;

(d) all assessments and other amounts required to be paid by Principal to the ISO or the NEPOOL Participants in order to conduct business with the ISO and the NEPOOL Participants notwithstanding the continuing right of Principal to dispute, contest or pursue rights of setoff of such assessments and other amounts; and

(e) all reasonable costs, expenses and fees, including, without limitation, court costs and attorneys' fees, arising in connection with the collection of any or all amounts, indebtedness, obligations and liabilities of Principal to the ISO and the NEPOOL Participants described in clauses (a) through (d) above.

For purposes of this Bond, the term "Debtor Relief Laws" shall mean 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.

2.02 Obligations Unconditional. This Bond is not conditioned upon the ISO first attempting to collect payment, resorting to any other means of security or collateral, or pursuing any other remedies it may have. The obligations of Surety hereunder are independent obligations of Principal, and the ISO may bring an action against Surety without bringing an action against Principal. The ISO may from time to time, without notice or demand, and without affecting Surety's liability hereunder, take and hold other security for Principal's obligations to the ISO and exchange, waive, release or apply such security as the ISO deems appropriate in its sole discretion. Surety's liability under this Bond is not conditioned upon the validity or enforceability of Principal's obligations to the ISO.

2.03 Payment. Surety is responsible for and shall pay to the ISO all or any portion of the Obligations, in an aggregate amount that is not greater than the Amount of this Bond, and shall make any and all required payments, on or before 5:00 p.m., local time in Holyoke, MA, on the first (1st) Business Day after receiving notice from the ISO that the Principal has failed to meet any of the Obligations.

A demand for payment by the ISO shall be presented to the Surety in the form of a Demand for Payment similar to that shown in **Exhibit A** to this Bond. No other documents and/or information whatsoever is required to effectuate payment on this Bond by Surety other than the Demand for Payment. The demand rights in this paragraph are in addition to any other rights under this Bond.

It is a condition of this Bond that Surety shall be a U.S. Treasury-listed approved surety and shall maintain a corporate debt rating not less than that required by the ISO Tariff as of the Date of Issuance (defined below) of this Bond.

The ISO may, but shall have no obligation to, make demand for payment under this Bond at any time coincident with or after the time for payment of all or part of the Obligations, and such demand(s) may be made from time to time with respect to the same or different items of the Obligations. Such demand(s) may be made, given and received in accordance with the notice provisions hereof; provided, however, the failure to make, give or receive any such demand (or any failure of any such demand to be made in accordance with the notice provisions hereof) shall not relieve, limit or discharge Surety in any respect of its Obligations under this Bond.

Funds may be demanded by the ISO under this Bond, from time to time, in one or more demands or draws, in amounts not exceeding in the aggregate the Amount specified above. Partial demands are permitted and shall reduce the Amount thereafter available for demand under this Bond.

All sums payable by Surety under this Bond shall be by wire transfer of immediately available funds, without offset, in lawful money of the United States of America, which shall at the time of payment be legal tender for the payment of public and private debts. All payments shall be remitted to the ISO's account as designated by written notice to Surety.

2.04 Reinstatement. The Obligations (including, without limitation, the Bond) of Surety under this Section 2 shall be automatically reinstated if and to the extent that, for any reason, any payment or performance by or on behalf of the Principal in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any bankruptcy, reorganization, receivership, insolvency or other proceeding under any Debtor Relief Laws, and Surety agrees that it will indemnify the ISO on demand for all reasonable costs and expenses (including, without limitation, attorneys' fees) incurred by the ISO in connection with such rescission or restoration, including, without limitation, any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

2.05 Subrogation. Surety hereby agrees that until the payment and satisfaction in full of all Obligations, it shall not exercise any right or remedy arising by reason of any performance by it of its obligations in Section 2.01 of this Bond, whether by subrogation or otherwise, against the Principal or any other surety of any of the Obligations.

2.06 Remedies. Surety agrees that, as between Surety and the ISO, the Obligations may be declared to be forthwith due and payable for purposes of Section 2.01 of this Bond notwithstanding any stay, injunction or other prohibition preventing such declaration (or such Obligation from becoming automatically due and payable) as against the Principal and that, in the event of such declaration (or such Obligations being deemed to have become automatically due and payable), such Obligations (whether or not due and payable by the Principal) shall forthwith become due and payable by Surety for purposes of such Section 2.01.

2.07 Term, Surety Nonrenewal, and Termination. This Bond shall be effective upon the Date of Issuance. The term of this Bond shall be for a period of one (1) year, commencing on the Date of Issuance and expiring one (1) year later.

Notwithstanding the foregoing, this Bond shall be automatically renewed and extended without amendment for one (1) year from the expiration date hereof, or one (1) year from any future expiration date, unless at least sixty (60) days prior to the expiration date the Surety sends written notice to the ISO stating that Surety elects not to renew and extend this Bond. If Surety notifies the ISO in writing that Surety elects to terminate this Bond and Principal fails to provide an acceptable form of replacement security to the ISO at least fifty (50) days prior to the termination of this Bond, Surety shall, upon

demand, without any notice other than such demand, and without any further action by the ISO deliver cash collateral to the ISO not later than the next Business Day in the amount of the full remaining value of this Bond as security for Principal's Obligations. Cash collateral provided to the ISO by Surety and not applied by the ISO to satisfy unpaid Obligations shall be returned to Surety at such time as: (i) Principal provides adequate replacement security to the ISO as required under the ISO Tariff or (ii) Principal ceases to be an ISO customer and all amounts owed by Principal to the ISO are paid in full, including amounts owed as a result of true-ups or other corrections to previous settlements.

Notwithstanding the foregoing, the ISO shall have the immediate right, but not the obligation, to terminate this Bond upon written notice to Surety and Principal (a) if any of the representations and warranties of the Surety contained in Section 4 are no longer true and correct, or (b) upon the Surety's failure to promptly deliver any information requested pursuant to Section 5.

2.08 Surety Continuing Liability. If Surety elects not to renew this Bond or the ISO terminates this Bond, Surety agrees and acknowledges that it shall remain liable for any Obligations arising before the effective date of Surety's nonrenewal or the ISO's termination of this Bond. Surety agrees and acknowledges that this Bond applies to all Obligations arising or committed to prior to the effective date of Surety's nonrenewal or the ISO's termination.

Section 3. Acknowledgements, Waivers and Consents. In full recognition and in furtherance of the foregoing, the Surety agrees that:

3.01 ISO Actions. Without affecting the enforceability or effectiveness of this Bond in accordance with its terms and without affecting, limiting, reducing, discharging or terminating the liability of the Surety, or the rights, remedies, powers and privileges of the ISO under this Bond, the ISO may, at any time and from time to time and without notice or demand of any kind or nature whatsoever to Surety:

(a) amend, supplement, modify, extend, renew, waive, accelerate or otherwise change the time for payment or performance of, or the terms of, all or any part of the Principal's Obligations (including without limitation any increase or decrease in the rate or rates of interest);

(b) amend, supplement, modify, extend, renew, waive or otherwise change, or enter into or give, any agreement, security document, guarantee, approval, consent or other instrument relating to all or any part of the Principal's Obligations;

(c) accept or enter into new or additional agreements, security documents, guarantees (including without limitation letters of credit) or other instruments in addition to, in exchange for or relative to the Obligations or any document now or in the future evidencing or serving as collateral provided by the Principal in accordance with the ISO Tariff or the NEPOOL Agreement;

(d) accept or receive partial payments or performance on the defaulting Principal's Obligations (whether as a result of the exercise of any right, remedy, power or privilege or otherwise);

(e) accept, receive and hold any additional collateral for all or any part of the defaulting Principal's Obligations;

(f) release, reconvey, terminate, waive, abandon, allow to lapse or expire, fail to perfect, subordinate, exchange, substitute, transfer, foreclose upon or enforce any collateral, security documents or guarantees (including without limitation letters of credit) for or relative to all or any part of the defaulting Principal's Obligations;

(g) apply any collateral or the proceeds of any Principal-specific collateral or other collateral to all or any part of the defaulting Principal's Obligations in such manner and extent as the ISO may in its discretion determine;

(h) release any entity from any liability with respect to all or any part of the defaulting Principal's Obligations;

(i) settle, compromise, release, liquidate or enforce upon such terms and in such manner as the ISO may determine or as applicable law may dictate all or any part of the defaulting Principal's Obligations or any collateral on or guarantee of (including without limitation any letter of credit issued with respect to) all or any part of such Principal's Obligations;

(j) consent to the merger or consolidation of, the sale of substantial assets by, or other restructuring or termination of the corporate existence of the defaulting Principal; and

(k) enter into such other transactions or business dealings with the defaulting Principal (or any of its affiliates) or any other guarantor or surety of all or any part of such Principal's Obligations as the ISO may desire.

3.02 Waivers. The enforceability and effectiveness of this Bond and the liability of the Surety, and the rights, remedies, powers and privileges of the ISO, under this Bond shall not be affected, limited, reduced, discharged or terminated, and the Surety hereby expressly waives to the fullest extent permitted by law any defense now or in the future arising, by reason of:

(a) the illegality, invalidity or unenforceability of all or any part of the defaulting Principal's Obligations, the ISO Tariff, the NEPOOL Agreement, such Principal's Principal-specific collateral or any agreement, security document, guarantee or other instrument relative to all or any part of the defaulting Principal's Obligations;

(b) any disability or other defense (including, without limitation, the defense of force majeure, breach of contract, breach of warranty, and fraud) with respect to all or any part of the Principal's Obligations or any of their guarantors or other financial assurance providers;

(c) any defense due to the Surety's failure to review the activities of Principal or any changes in the ISO Tariff or the NEPOOL Agreement (it being acknowledged and agreed that Surety bears all responsibility for monitoring the activities of the Principal);

(d) the cessation, for any cause whatsoever, of the liability of the Principal or any guarantor or other financial assurance provider of all or any part of the Principal's Obligations (other than by reason of the full payment and performance of all Obligations of the Principal);

(e) any failure of the ISO to exhaust any cash collateral or other financial assurance for all or any part of the Obligations, to pursue or exhaust any right, remedy, power or privilege it may have against Principal, any other guarantor or other financial assurance provider (including without limitation any issuer of any letter of credit), or any other entity or to take any action whatsoever to mitigate or reduce the Surety's liability under this Bond;

(f) any failure of the ISO to comply with applicable laws in connection with the disposition of any cash collateral for all or any part of the defaulting Principal's Obligations;

(g) any act or omission of the ISO or any other entity that directly or indirectly results in or aids the discharge or release of all or any part of the defaulting Principal's Obligations or any financial assurance or guaranty (including without limitation any letter of credit) for all or any part of such Obligations by operation of law or otherwise;

(h) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome that that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal's obligation;

(i) any and all rights to which Surety may be entitled by virtue of the laws of any state governing suretyship and guarantees;

(j) the possibility that the Obligations of the defaulting Principal to the ISO may at any time and from time to time exceed the aggregate liability of the Surety under this Bond;

(k) any counterclaim, set-off (including as permitted by 11 U.S.C. § 362) or other claim which the defaulting Principal has or alleges to have with respect to all or any part of its Obligations;

(l) any action or inaction of the ISO in any bankruptcy or other proceeding with respect to any entity, including Principal;

(m) the avoidance of any lien in favor of the ISO for any reason;

(n) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any entity, including any discharge of, or bar or stay against collecting, all or any part of the defaulting Principal's Obligations (or any interest on all or any part of the defaulting Principal's Obligations) in or as a result of any such proceeding;

(o) Principal's breach of any obligation owed to Surety, whether by contract or otherwise, including, without limitation, Principal's failure to pay any premiums due to Surety;

(p) any action taken by the ISO that is authorized in this Bond or by any other provision of the ISO Tariff or the NEPOOL Agreement or any omission to take any such action;

(q) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, including by reason of existing law and any future judicial decisions or legislation or of any provisions of the laws of any other jurisdiction; or

(r) any and all other demands and notices to Surety or Principal, and any and all other formalities of any kind, the omission of or delay in performance of which might but for the provisions of this section constitute legal or equitable grounds for relieving or discharging Surety in whole or in part from its irrevocable, absolute and continuing obligations hereunder.

3.03 Actions against Principal. In furtherance of the foregoing, Surety agrees that (i) it is not necessary for the ISO, in order to enforce Surety's payment Obligations hereunder, first to proceed against Principal or resort to any other collateral, security or other guarantors or obligors, if any, or pursue any other remedy available to the ISO or the NEPOOL Participants with respect to the Obligations, and (ii) the ISO Tariff, the NEPOOL Agreement and any collateral, security or obligations of any guarantors or obligors, if any, may be renewed, extended, amended, modified, supplemented, sold, released, surrendered, exchanged, settled, compromised, waived, subordinated or modified, in each case without consideration and on any terms or conditions, without notice to, or further assent from, Surety and without in any way affecting the Obligations of Surety under this Bond.

3.04 No Set-off or Counterclaims. The Surety expressly waives, for the benefit of the ISO, all rights to set-off amounts due by the ISO to the Principal, all counterclaims, and all promptness, diligence, presentment, protest, notice of protest, notice of dishonor, notice of nonpayment or nonperformance, notice of any default, demand of payment, notice of intent to accelerate, notice of acceleration, and all other notices of any kind or nature whatsoever with respect to the Principal's Obligations, and all notices of acceptance of this Bond or of the existence, creation, incurring or assumption of new or additional Obligations.

3.05 No Modification to Obligations. Nothing in this Bond will, or will be construed or applied to, modify the Principal's Obligations under the ISO Tariff or the NEPOOL Agreement.

3.06 Costs and Fees. Principal shall pay all costs and fees for this Bond. Principal's failure to pay any such costs and fees hall not be grounds for termination of this Bond. All rights of Surety to proceed against Principal in respect of payment hereunder, by subrogation or otherwise:

(a) are hereby subordinated and deferred to and until the full and final payment and discharge of the Obligations; and

(b) Surety may not exercise any rights it may acquire by way of subrogation under this Bond, by payment made hereunder or otherwise, until all of the Obligations then due and payable have been fully and finally paid.

Section 4. Representations and Warranties. Surety represents and warrants to the ISO that:

4.01 U.S Treasury Approval and Credit Rating. As of the Date of Issuance, and for so long as this Bond shall remain in effect, Surety has, and shall continue to satisfy and maintain, a minimum corporate credit rating of "A-" or "A3," as applicable, with S&P, Moody's, Fitch, or A.M. Best, or as

otherwise required under the ISO Tariff, and is, and will continue to be, a U.S. Treasury-listed approved surety. Surety shall notify the ISO immediately if its credit rating is decreased or if it is ceases to be a U.S. Treasury-listed approved surety.

4.02 Corporate Action. Surety has all necessary corporate power and authority to execute, deliver and perform its Obligations under this Bond; the execution, delivery and performance by Surety of this Bond has been duly authorized by all necessary corporate action on its part; the person executing this Bond on behalf of the Surety has full power and authority to bind the Surety to this Bond; and this Bond has been duly and validly executed and delivered by Surety and constitutes a legal, valid and binding obligation of Surety, enforceable in accordance with its terms.

4.03 Litigation. There are no legal or arbitral proceedings or any proceedings by or before any governmental or regulatory authority, or agency, now pending or (to the best knowledge of Surety) threatened against Surety or any of its subsidiaries that, if adversely determined, could (either individually or in the aggregate) have a material adverse effect on the consolidated financial condition, operations, business or prospects, taken as a whole, of Surety and its subsidiaries or the ability of Surety to perform its obligations under this Bond.

4.04 No Breach. Neither the execution and delivery of this Bond, nor consummation of the transactions contemplated in this Bond, nor compliance with the terms and provisions of this Bond, will conflict with, result in a breach of, or require any consent under, the charter or by-laws of Surety, any applicable law or regulation, any order, writ, injunction or decree of any court or governmental authority or agency, any agreement or instrument to which Surety or any of its subsidiaries is a party or by which any of them is bound or to which any of them is subject, or constitute a default under any such agreement or instrument, or result in the creation or imposition of any lien upon of the revenues or assets of Surety or any of its subsidiaries pursuant to the terms of any such agreement or instrument.

4.05 No Defaults. To the best of its knowledge Surety is not in default or breach under any agreements or contracts which may adversely affect Surety's ability to fulfill its Obligations under this Bond. Furthermore, Surety is not aware of any fact that would adversely affect Surety's ability to perform its Obligations under this Bond.

4.06 Independent Review. Surety has, independently and without reliance upon the ISO, and based upon such documents and information as Surety has deemed appropriate, made its own analysis and decision to enter into this Bond. Surety will keep itself fully apprised of Principal's financial and business condition, and Surety shall be solely responsible, to the extent deemed necessary or advisable by Surety, for obtaining for itself information regarding Principal, the ISO Tariff and the NEPOOL Agreement, and Surety acknowledges and agrees that the ISO shall have no duty at any time to notify Surety of any information which the ISO may have or acquire concerning Principal or to investigate or inform Surety of the financial or business condition or affairs of Principal or any change therein.

4.07 No Reliance on the ISO. NEITHER THE ISO NOR ANY AFFILIATE, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE ISO HAS MADE ANY REPRESENTATION, WARRANTY OR STATEMENT TO SURETY IN ORDER TO INDUCE SURETY TO EXECUTE THIS BOND, AND SURETY HEREBY EXPRESSLY WAIVES ANY CLAIM OF MISREPRESENTATION OR FRAUDULENT INDUCEMENT TO EXECUTE THIS BOND AND FURTHER DISCLAIMS ANY RELIANCE ON STATEMENTS OR REPRESENTATIONS OF THE ISO OR ANY AFFILIATE, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE ISO IN WAIVING SUCH A CLAIM.

Section 5. Miscellaneous.

5.01 No Waiver. No failure on the part of the ISO to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under this Bond shall operate as a waiver thereof, nor shall any single or partial exercise by the ISO of any right, power or remedy under this Bond preclude any other or further exercise thereof or the exercise of any other rights, power or remedy. The remedies in this Bond are cumulative and are not exclusive of any remedies provided by law.

5.02 Notices. Demands, notices, and other communications shall be deemed effective when received, shall be in writing, and shall be delivered by courier with receipt of delivery or by registered mail, certified mail, or facsimile to the following addresses:

Notice to the ISO: ISO New England Inc.
1 Sullivan Rd.
Holyoke, MA 01040
Attention: Credit Department
Fax: [_____]

Notice to Surety: [_____]
[_____]
[_____]
Attention: [_____]
Fax: [_____]

5.03 Costs and Expenses. Surety agrees to pay all of the ISO's costs and expenses (including, without limitation, reasonable attorneys' fees) which may be incurred in connection with the collection or enforcement of the Obligations or any part of them or any term of this Bond, including all such costs and expenses incurred by the ISO in any legal action, reference or dispute resolution proceeding. The recovery of such costs and expenses incurred by the ISO in connection with the enforcement of this Bond against Surety shall be in addition to Surety's Obligations under Section 2.01.

5.04 Amendments and Waivers. This Bond represents the entire agreement between Surety and the ISO and supersedes all prior agreements. The terms of this Bond may not be waived, altered or amended except in writing duly executed by Surety and the ISO. Any waiver or consent given shall be effective only in the specific instance and for the specific purpose for which it was given.

5.05 Successors and Assigns. This bond shall be binding upon and inure to the benefit of the respective successors and assigns of Surety, the ISO and each subsequent holder of any of the Obligations; provided, however, that Surety shall not be permitted to assign or transfer its rights and Obligations under this Bond without the prior written consent of the ISO. The ISO shall be permitted to assign its rights and remedies hereunder, in whole or in part, without the consent of Principal or Surety.

5.06 Governing Law and Venue. This Bond shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles. Surety irrevocably submits to the jurisdiction of any Massachusetts court or any United States court sitting in Massachusetts over any action or proceeding arising out of or relating to this Bond and irrevocably agrees that all claims in such action or proceeding may be heard and determined by such court. Surety agrees that a final 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. Surety waives any objection to venue on the basis of forum non conveniens. Surety irrevocably consents to the service of process in any action or proceeding by the mailing of copies of such process to Surety at its address set forth herein. Nothing herein shall affect the right of the ISO to bring any action or proceeding against Surety or its property in the courts of any other jurisdictions.

5.07 Severability. Should any provision of this Bond be determined by a court of competent jurisdiction to be unenforceable, all other provisions shall remain effective.

5.08 Waiver of Jury Trial. SURETY IRREVOCABLY, VOLUNTARILY, AND WITH ADVICE OF COUNSEL WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING IN CONNECTION WITH THIS SURETY BOND.

Signed, sealed and dated this [___] day of [_____], 20[__] (the "Date of Issuance").

PRINCIPAL:

By: _____ (Seal)
Name: _____
Title: _____

SURETY:

By: _____ (Seal)
Name: _____
Title: _____

EXHIBIT A

(Form of Demand for Payment—Principal Failure to Make Payment)

[**Date**][1]

[**Name and Address of Surety**][2]

Re: Surety Bond No. _____
Demand for Payment

To the above named Surety:

The undersigned hereby certifies to [**full legal name of surety**] ("Surety"),with reference to its Surety Bond No. [**bond number**], dated [**execution date of Surety Bond**], issued on behalf of [**full legal name of customer**] ("Principal") and in favor of ISO New England Inc. (the "ISO") that Principal has failed to make payment in accordance with the terms of the ISO Tariff, the NEPOOL Agreement or any other related agreement between the ISO or the NEPOOL Participants and Principal. The ISO hereby demands payment in the amount of $ [**amount**] in accordance with the following instructions.

[**wiring instructions**]

ISO New England Inc.

By: _____[3]

Name: _____

Title: _____

[1] The date of the Demand for Payment Notice must be the date for which presentation of the Notice is made.
[2] This will be the address of the Surety as set forth in the Surety Bond.
[3] The undersigned must be an officer or authorized agent of the ISO.

EXHIBIT B

(Form of Demand for Payment – Surety Failure to Maintain Treasury Approval and Credit Rating)

[**Date**][4]

[**Name and Address of Surety**][5]

Re: Surety Bond No. _____
Demand for Payment

To the above named Surety:

The undersigned hereby certifies to [**full legal name of surety**] ("Surety"),with reference to its Surety Bond No. [**bond number**], dated [**execution date of Surety Bond**], issued on behalf of [**full legal name of ISO customer**] ("Principal") and in favor of ISO New England Inc. (the "ISO") that as of the close of business on [**date**],[6] Surety [is not a U.S. Treasury-listed approved surety] [has not maintained the rating] as required by the ISO Tariff, and Principal has failed to replace this Surety Bond in satisfaction of the credit requirements established pursuant to the ISO Tariff. The ISO hereby demands payment in the amount of $ [**amount**] in accordance with the following instructions.

[**wiring instructions**]

ISO New England Inc.

By: _____[7]

Name: _____

Title: _____

[4] The date of the Demand for Payment Notice must be the date for which presentation of the Notice is made.
[5] This will be the address of the Surety as set forth in the Surety Bond.
[6] Insert date less than fifty (50) days prior to expiration of the Surety Bond.
[7] The undersigned must be an officer or authorized agent of the ISO.