GUARANTY

THIS GUARANTY is given as of \_*(date)*\_\_, 20\_\_\_, by \_*(name of guarantor)*\_, a \_\_*(state of guarantor incorporation)*\_\_ corporation, whose principal business office is located at \_\_*(guarantor street address)*\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Guarantor”), to PJM Settlement, Inc. (“PSI”), a Pennsylvania Non-Profit Corporation, on behalf of itself and as agent for PJM Interconnection, L.L.C. (“PJM”), a Delaware limited liability company, whose principal business offices are located at 2750 Monroe Blvd., Audubon, Pennsylvania, 19403.

RECITALS

WHEREAS, \_\_*(member/Market Participant being guarantied)* (“Principal”), whose primary business office is located at \_\_ *(complete street address)*, has or will conduct business with PJM and/or PSI beginning as of or prior to the date of this Guaranty (“Guaranty”); and

WHEREAS, Principal may from time to time participate in the PJM Markets by entering into power and/or related purchase and sale transactions in the PJM Markets pursuant to, and subject to the terms of, the PJM Open Access Transmission Tariff (“Tariff”), Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. and Reliability Assurance Agreement Among Load-Serving Entities in the PJM Region, the PJM Manuals, and the Credit Overview and Supplement to the PJM Credit Risk Management Policy, and other documents referenced therein (collectively the “Governing Documents,” as the same may be amended, supplemented, or modified from time to time); and

WHEREAS, pursuant to the Governing Documents, PSI and PJM are authorized to require Transmission Customers and PJM Members to provide and maintain in effect appropriate creditworthiness arrangements and Principal must satisfy the credit requirements established in the Tariff to participate in the PJM Markets or to schedule transmission service in the PJM Region; and

WHEREAS, PJM will accept Principal as a Member or Transmission Customer only if payments, penalties, and other amounts owed by Principal to PSI and/or PJM in connection with the Governing Documents will be guaranteed by Guarantor; and

WHEREAS, Guarantor will derive substantial direct and indirect benefits from Principal becoming a Member or Transmission Customer of PJM and deems it to be in Guarantor’s best interest to provide this Guaranty to PSI; and

WHEREAS, Guarantor(s) is/are willing to guarantee payments, penalties, and other amounts owed by Principal to PSI and/or PJM under the terms set forth below.

NOW THEREFORE, in consideration of the above premises and the mutual promises and covenants contained below (which Guarantor acknowledges constitute adequate consideration for its obligations hereunder) Guarantor, jointly and severally with each other Guarantor, where there is more than one Guarantor, intending to be legally bound, enters into this Guaranty agrees as follows:

1. Definitions. Each capitalized term used herein and not otherwise defined in this Guaranty shall have the meaning assigned to it in the Governing Documents.
2. The Guaranty.
	1. As used in this Guaranty, the term Obligations or Obligation means, collectively, the following:
		1. any and all indebtedness, liabilities and sums of money now or hereafter due and owing by Principal to PSI and/or PJM pursuant to, or arising under, the Governing Documents, including (without limitation) all scheduling, operating, planning, reliability, credit and settlement policies, rules, guidelines and procedures established from time to time by PJM and/or PSI;
		2. any and all interest and out-of-pocket expenses (including reasonable attorneys’ fees) now or hereafter due and owing by Principal pursuant to the Governing Documents, in each instance whether or not allowed under any Debtor Relief Law (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;
		3. all assessments and other amounts required to be paid by Principal to PSI and/or PJM in order to maintain the ability to conduct business with PJM and/or PSI notwithstanding the continuing right of Principal to dispute, contest or pursue rights of setoff of such assessments and other amounts pursuant to the alternative dispute resolution provisions of the Governing Documents; and 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 PSI and/or PJM.
	2. Each Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety to PSI pursuant to or arising under the Governing Documents, including (without limitation) all scheduling, operating, planning, reliability, credit and settlement policies, rules, guidelines and procedures established from time to time by PSI or PJM, the due, prompt and complete payment of all Obligations regardless of Principal’s ability or willingness to pay, in regard to the Governing Documents (or any successor agreements), including fees, costs, and expenses including, without limitation, reasonable fees and expenses of counsel incurred by PSI in enforcing any rights under this Guaranty, contract causes of action and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, fixed or otherwise including monetary debts or commitments incurred during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding.
3. Guaranty Absolute and Unconditional.
	1. Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Governing Documents, regardless of any law, regulation, or order of any Governmental Authority now or hereafter in effect. The obligations of Guarantor hereunder are independent of any of its other obligations to any other party, the obligations of any other Guarantor or the obligations of any other PJM Member. A separate action may be brought against Guarantor to enforce this Guaranty, whether or not any action is brought against the Principal or whether or not the Principal is joined in any such action. The liability of Guarantor hereunder is irrevocable, continuing, absolute, and unconditional and the obligations of Guarantor hereunder shall not be discharged or impaired or otherwise effected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of:
		1. any illegality or lack of validity or enforceability of any Obligation or any related agreement or instrument;
		2. any change in the time, place, or manner of payment of, or in any other term of, the Obligations or any other commitment or debt of Principal, including any increase in the Obligations resulting from any extension of additional credit or otherwise;
		3. any taking, exchange, substitution, release, impairment, or non-perfection of any collateral, or any taking, release, impairment, amendment, waiver, or other modification of any guaranty, for the Obligations;
		4. any manner of sale, disposition, or application of proceeds of any collateral or other assets to all or part of the Obligations;
		5. any default, failure, or delay, willful or otherwise, in the performance of the Obligations;
		6. any change, restructuring, or termination of the corporate structure, ownership, or existence Principal or any of its Subsidiaries, or any insolvency, bankruptcy, reorganization, or other similar proceeding affecting the Principal or its assets, or any resulting release or discharge of any Obligation;
		7. any failure of PSI to disclose information relating to the business, condition (financial or otherwise), operations, performance, properties, or prospects of Principal now or hereafter known to PSI;
		8. the failure of any other person or entity to execute or deliver this Guaranty, any modification, supplement or amendment hereto or any other guaranty or agreement, or the release or reduction of liability of any Guarantor or surety with respect to the Obligations;
		9. the failure of PSI or PJM to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any of the Governing Documents or otherwise;
		10. any defense, set-off, or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, Principal against PSI or PJM; or
		11. any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by PSI or PJM that might vary the risk of any Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of Guarantor.
4. Waivers and Acknowledgments.
	1. Guarantor acknowledges that PSI will rely upon this Guaranty in accepting Principal as a Member or Transmission Customer under the Governing Documents. Guarantor accordingly waives any claim or defense based upon lack of consideration.
	2. Guarantor hereby unconditionally and irrevocably waives 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.
	3. Guarantor hereby unconditionally and irrevocably waives any defense based on any right of set-off or recoupment or counterclaim against or in respect of the obligations of such Guarantor hereunder.
	4. Without notice to Guarantor, PSI or PJM may extend the time for performance under any agreement with Principal or modify, supplement or amend any agreement, and otherwise agree in any manner with Principal without affecting Guarantor’s unconditional obligation under this Guaranty.
	5. Nothing in this Guaranty will, or will be construed to apply to, modify the Obligations under the Governing Documents.
5. Demand; Agreement to Pay; Subrogation, Subordination.
	1. If Principal fails or refuses to pay any Obligations, PJM shall notify Principal in writing of the instance(s) in which the Principal has failed to pay and demand that payment be made by the Principal. If Principal failure or refusal to pay continues for a period of three (3) business days after the date of PJM’s notice to the Principal, and PJM elects to exercise its rights under this Guaranty, PJM shall make demand upon Guarantor (a “Demand”).
	2. A Demand shall be in writing and shall reasonably and briefly specify the instance(s) and amount(s) Principal has failed to pay and an explanation of why such payment is due, with a specific statement that PJM is calling upon Guarantor to pay under this Guarantee on or before 5:00 p.m. Eastern Prevailing Time on the first (1st) Business Day after receiving written notice from PSI that Principal has failed to meet any of the Obligations or a breach or default has occurred under the one of the Governing Documents. A Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations subject to the terms contained herein. A single Demand shall be effective as to any specific default during the continuance of such default, until the Principal or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured. Guarantor is responsible for and shall pay to PSI all or any portion of the Obligations, in an aggregate amount that is not greater than the amount of the outstanding Obligations, and shall make any and all required payments in full, on or before 5:00 p.m. Eastern Prevailing Time on the first (1st) Business Day after receiving written notice from PSI that Principal has failed to meet any of the Obligations or a breach or default has occurred under the one of the Governing Documents.
	3. Guarantor expressly waives any right to investigate or verify any matter, including factual matters, related to a demand for payment under this Guaranty that would delay payment or delivery of funds beyond the first Business Day following delivery of a demand for payment.
	4. Funds may be demanded by PSI under this Guaranty, from time to time, in one or more Demands, in amounts not exceeding in the aggregate of the Obligations.
	5. Upon payment by any Guarantor of any sums to PSI as provided herein, all of such Guarantor’s rights of subrogation, exoneration, contribution, reimbursement, indemnity, or otherwise arising therefrom against the Principal shall be subordinate and junior in right of payment to the prior indefeasible payment in full of all Obligations.
	6. Any indebtedness of the Principal now or hereafter held by any Guarantor is hereby subordinated in right of payment to the prior payment in full of the Obligations. If any payment shall be paid to any Guarantor in violation of the immediately preceding sentence on account of (i) such subrogation, exoneration, contribution, reimbursement, indemnity, or similar right or (ii) any such indebtedness of the Principal, such amount shall be held in trust for the benefit of PSI, segregated from other funds of such Guarantor, and promptly paid or delivered to PSI in the same form as so received (with any necessary endorsement or assignment) and shall, at PSI’s sole and absolute discretion, either be credited against the payment of the Obligations or held as collateral for any Obligations, whether such Obligations are due or to become due, in accordance with the terms of Governing Documents.
	7. PSI shall not be bound or obligated to exhaust its recourse against Principal or other persons or take any other action before being entitled to demand performance by Guarantor hereunder.
	8. All sums payable due by Guarantor under this Guaranty shall be by Federal Reserve wire transfer (Fedwire) 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 PSI’s account as designated by written notice to Guarantor in a Demand.
6. Continuing Guaranty.
	1. This Guaranty is a continuing guaranty and shall:
		1. Apply to all presently existing and future Obligations assumed during the term of this Guaranty.
		2. Continue in force until the entire indebtedness covered by this Guaranty is repaid in full to PSI and this Guaranty is terminated.
		3. Be binding on each Guarantor, its successors and assigns, and
		4. Inure to the benefit of and be enforceable by the PSI and its successors and assigns. PSI may assign or otherwise transfer all or any portion of its rights and responsibilities under this Guaranty to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to PSI herein or otherwise. Guarantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of PSI.
		5. Continue to be effective even in the event of the insolvency, bankruptcy or reorganization of Principal.
		6. Survive and be binding upon Guarantor following any merger, reorganization, consolidation or other change in Principal's or Guarantor’s structure, personnel, business or affairs.
7. Termination
	1. Guarantor may terminate this Guaranty by providing written notice of termination to PSI specifying an effective date of termination of this Guaranty, which date shall be not fewer than sixty (60) days following the date of the notice.
	2. From and after the effective date of the termination, Guarantor shall have no liability under this Guaranty for any future Obligations. However, no termination of this Guaranty shall affect Guarantor’s liability with respect to any Obligations entered into or assumed prior to the effective date of Termination and Guarantor hereby acknowledges that even after termination pursuant to this section 7, this Guaranty remains in effect with respect to all present or future Obligations assumed during the term of this Guaranty.
8. Representations and Warranties by Guarantor.
	1. Corporate Existence. Guarantor (a) is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation, such jurisdiction being within one of the 50 states of the United States or the District of Columbia, (b) has all requisite corporate power and authority necessary to own its assets and carry on its business as now being or as proposed to be conducted, and (c) is qualified to do business in Pennsylvania and Delaware and all jurisdictions in which the nature of the business conducted but it makes such qualification necessary and where failure to so qualify would have a material adverse effect on the consolidated financial condition, operations, business or prospects, taken as a whole, of Guarantor and its subsidiaries.
	2. 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 Guarantor) threatened against Guarantor 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 Guarantor and its subsidiaries.
	3. No Breach. Neither the execution and delivery of this Guaranty, nor consummation of the transactions contemplated in this Guaranty, nor compliance with the terms and provisions of this Guaranty, will conflict with, result in a breach of, or require any consent under, the charter or by-laws of Guarantor, 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 Guarantor 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 Guarantor or any of its subsidiaries pursuant to the terms of any such agreement or instrument.
	4. Corporate Action. Guarantor has all necessary legal and corporate power and authority to execute, deliver and perform its responsibilities under this Guaranty; the execution, delivery and performance by Guarantor of this Guaranty has been duly authorized by all necessary corporate action on its part; this Guaranty is binding upon and enforceable against Guarantor; the person executing this Guaranty on behalf of the Guarantor has full power and authority to bind the Guarantor to this Guaranty; and this Guaranty has been duly and validly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms.
	5. Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency are necessary for the execution, delivery or performance by Guarantor of this Guaranty or for the validity or enforceability of this Guaranty. In this regard, Guarantor warrants and represents that it has all necessary authorizations, approvals, and consents of all governmental or regulatory authorities or agencies for the execution, delivery and performance by Guarantor of this Guaranty.
	6. No Defaults. To the best of its knowledge Guarantor is not in default or breach under any agreements or contracts which may adversely affect Guarantor’s ability to fulfill its responsibilities under this Guaranty. Furthermore, Guarantor is not aware of any fact that would adversely affect Guarantor’s ability to perform under this Guaranty.
	7. Independent Review. Guarantor has, independently and without reliance upon PSI, and based upon such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into this Guaranty.
	8. No Duty by PSI or PJM to Advise Guarantor about Principal. Guarantor will keep itself fully apprised of Principal’s financial and business condition, and Guarantor shall be solely responsible, to the extent deemed necessary or advisable by Guarantor, for obtaining for itself information regarding Principal, the Governing Documents, and Guarantor acknowledges and agrees that PSI and PJM shall have no duty at any time to notify Guarantor of any information which PSI and PJM may have or acquire concerning Principal or to investigate or inform Guarantor of the financial or business condition or affairs of Principal or any change therein.
	9. No Reliance on PSI or PJM. NEITHER PSI, PJM, NOR ANY AFFILIATE, EMPLOYEE, AGENT, OR REPRESENTATIVE OF PSI HAS MADE ANY REPRESENTATION, WARRANTY OR STATEMENT TO GUARANTOR IN ORDER TO INDUCE GUARANTOR TO EXECUTE THIS GUARANTY, AND GUARANTOR HEREBY EXPRESSLY WAIVES ANY CLAIM OF MISREPRESENTATION OR FRAUDULENT INDUCEMENT TO EXECUTE THIS GUARANTY AND FURTHER DISCLAIMS ANY RELIANCE ON STATEMENTS OR REPRESENTATIONS OF PSI, PJM OR ANY AFFILIATE, EMPLOYEE, AGENT, OR REPRESENTATIVE OF PSI OR PJM, AS APPLICABLE, IN WAIVING SUCH A CLAIM.
	10. Guarantor’s representations, warranties, covenants, waivers and agreements set forth in this Guaranty are a material inducement to PSI or PJM to extend credit to Principal and shall survive the execution hereof and any bankruptcy, foreclosure, transfer of security or other event affecting Principal, Guarantor, any other person, or any security for all or any part of the Obligations.
9. Remedies Cumulative and Concurrent. The rights and remedies of PSI and PJM under this Guaranty are cumulative and concurrent and shall not be exclusive of any other rights or remedies that PSI and PJM may have against Principal or Guarantor.
10. Effect of Bankruptcy. In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law or any judgment, order or decision thereunder, PSI or PJM must rescind or restore any payment, or any part thereof, received by PSI, any prior release or discharge from the terms of this Guaranty shall be without effect, and this Guaranty will remain in effect.
11. Dispute Resolution. Except as otherwise set forth herein, Guarantor acknowledges and agrees that any dispute under this Guaranty shall be resolved in arbitration pursuant to the following procedure:
	* 1. Any arbitration shall be conducted before a single neutral arbitrator appointed by the parties to the dispute. If the parties to the dispute fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, the party or parties to the dispute demanding arbitration shall choose one arbitrator and the party or parties responding to the demand for arbitration shall choose another arbitrator, each of whom shall sit on a three member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the parties to the dispute an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable Commission regulations.
		2. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the parties to the dispute in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Guaranty and shall have no power to modify or change it in any manner. The decision of the arbitrator(s) shall be final and binding upon the parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act.
		3. Each party to the dispute shall be responsible for its own costs incurred during the arbitration process and for the following costs, where applicable: (a) the cost of the arbitrator chosen by the parties to the dispute to sit on the three member panel and a proportionate share of the cost of the third arbitrator chosen or (b) a proportionate share of the cost of the single arbitrator jointly chosen by the parties to the dispute.
12. Miscellaneous
	1. No Waiver. No failure on the part of PSI or PJM to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by PSI or PJM of any right, power or remedy under this Guaranty preclude any other or further exercise thereof or the exercise of any other rights, power or remedy. The remedies in this Guaranty are cumulative and are not exclusive of any remedies provided by law.
	2. Notices. All notices, requests, consents and demands under this Guaranty shall be in writing and emailed, hand delivered by courier or sent via overnight mail, with receipt of delivery, to the intended recipient as set forth below or at such other address as shall be designated by Guarantor, PJM or PSI, as appropriate. Except as otherwise provided in this Guaranty, all such communications shall be deemed to have been duly given when transmitted by email or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

Notice to PSI and PJM: PJM Settlement, Inc.

 2750 Monroe Blvd.

 Audubon, PA 19403

 Attention: Credit Risk & Collateral Management

 Credit\_hotline@pjm.com

Notice to Guarantor:

 Attention:

 Email:

Notice to Principal:

 Attention:

 Email:

* 1. Governing Law and Venue. This Guaranty is executed and delivered as an incident to a transaction(s) negotiated and consummated in Montgomery County, Pennsylvania, and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. Guarantor, for itself and its successors and assigns, hereby irrevocably (i) submits to the non-exclusive jurisdiction of the state and federal courts in the Commonwealth of Pennsylvania, (ii) waives, to the fullest extent permitted by law, any objection that may now or in the future have as to the venue of any action, proceeding or litigation arising out of or in connection with this Guaranty brought in the Common Pleas Court of Montgomery County, Pennsylvania, or in the United States District Court for the Eastern District of Pennsylvania, and (iii) agrees that any legal action or proceeding against Guarantor arising out of or in connection with this Guaranty may be brought in any one of the foregoing courts. Guarantor hereby agrees that service of process upon Guarantor may be made by certified or registered mail, return receipt requested, at its address specified herein. Nothing herein shall affect the right of PSI or PJM to serve process in any other manner permitted by law or shall limit the right of PSI or PJM to bring any action or proceeding against Guarantor or with respect to any of Guarantor’s property in courts in other jurisdictions. Any action or proceeding by Guarantor against PSI or PJM shall be brought only in a court located in Montgomery County, Pennsylvania. The scope of each of the foregoing waivers is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Guarantor acknowledges that these waivers are a material inducement to PSI’s or PJM’s agreement to accept this Guaranty, that PSI and PJM has already relied on these waivers and will continue to rely on each of these waivers in related future dealings. The waivers in this section are irrevocable on the part of Guarantor, PJM and PSI and may not be modified without the agreement of Guarantor, PJM and PSI in writing; these waivers apply to any future renewals, extensions, amendments, modifications, replacements or renewals of this Guaranty.
	2. Severability. If any provision or any part of any provision of this Guaranty or the application thereof to any person or circumstance shall, for any reason and to any extent, be judicially declared to be invalid or unenforceable, then neither the remaining provisions of this Guaranty nor the application of such provision to any other person or circumstance shall be affected thereby, and the remaining provisions of this Guaranty, or the applicability of such provision to other persons or circumstances, as the case may be, shall remain in effect and be enforceable to the maximum extent permitted by applicable law.
	3. GUARANTOR 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 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 AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed on its behalf by its duly authorized officer as of the date shown above.

GUARANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

[Guaranty must be stamped with corporate seal or must be accompanied by a signed secretary’s certificate or other appropriate officer or manager certificate attesting to the validity of the signature and the authorization of the person signing the Guaranty – see sample attached]

*The below is for sample purposes only and can be modified by company in order to attest to the validity of the signature and the authorization of the person signing the guaranty.*
SECRETARY’S CERTIFICATE

The undersigned, xx, hereby certifies that he is the duly elected and acting Chief Legal Officer and Secretary of xx company, a xx(country) corporation (the “Company”), and that, as such, he is duly authorized to execute and deliver this Officer’s Certificate on behalf of the Company. He hereby further certifies on behalf of the Company that the person named below is a duly elected, qualified and acting officer of the Company holding the office set forth opposite his name, that the signature appearing opposite his name below is the true and genuine signature of that person, and that the person named below is authorized to execute and deliver, on behalf of the Company, a guaranty to PJM Settlement, Inc, a Pennsylvania Non-Profit Corporation.

|  |  |  |
| --- | --- | --- |
| **Name** | **Signature** | **Office** |
| xx | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | xx |

**IN WITNESS WHEREOF**, the undersigned has executed this Officer's Certificate on behalf of the Company as of this \_\_\_ day of xxx, 202x.

|  |  |
| --- | --- |
|  | Xx company. |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ xx Chief Legal Officer and Secretary |

**CONFIRMATION OF OFFICER’S STATUS**

The undersigned officer of Company hereby certifies on Company’s behalf that the person named above is the duly elected, qualified and acting Chief Legal Officer and Secretary of the Company, and that the signature appearing above is his true and genuine signature.

|  |  |
| --- | --- |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ xx Chief xxxx Officer |