

EXHIBIT "E-1"

FORM OF CORPORATE GUARANTY

GUARANTY

This Guaranty Agreement (the "**Guaranty**"), dated as of [], is made by E.ON AG, a German corporation (the "**Guarantor**"), for the benefit of [], a limited liability company duly established under the laws of Delaware (referred to herein as the "**Beneficiary**") and guarantees the obligations (the "**Obligations**") of [] (the "**Guaranteed Subsidiary**") as such Obligations are specified in that certain Interconnection Agreement among the Guaranteed Subsidiary and the Beneficiary dated as of [] (such underlying agreement, the "**Agreement**").

1. Guaranty. For the duration of this Guaranty, as set forth in Section 3 below, the Guarantor irrevocably and unconditionally guarantees to the Beneficiary, and to any of the Beneficiary's successors and permitted assigns, the prompt and complete payment when due and payable, by acceleration or otherwise, subject to any applicable grace period, of any and all outstanding obligations and liabilities of the Guaranteed Subsidiary to the Beneficiary under or in connection with the Agreement. In the case of the failure of the Guaranteed Subsidiary punctually to make any such payment, the Guarantor hereby agrees to make such payment or cause such payment to be made within ten (10) business days after written demand by the Beneficiary to the Guarantor (the tenth business day, the "**Due Date**"), and the Guarantor shall be liable for all costs and expenses relating to the enforcement of this Guaranty, including reasonable attorneys' fees, if payments due under this Guaranty are not made on or before the Due Date. The aggregate amount covered by this Guaranty and the Guarantor's maximum aggregate liability under this Guaranty shall not exceed [] U.S. Dollars, and, beyond that limit, the Guarantor will not have a liability of any kind to the Beneficiary hereunder regarding any kind of claim.

2. Nature of Guaranty. This Guaranty shall not be affected by the genuineness, validity or enforceability of the Obligations or any instrument evidencing any Obligations or by the existence, validity, enforceability, perfection or extent of any collateral therefor or by any other events, occurrences or circumstances which might otherwise constitute a legal or equitable discharge or defense of a guarantor or surety (except for defenses of payment or performance).

The Beneficiary makes no representation or warranty with respect to any such circumstance and has no duty or responsibility whatsoever to the Guarantor with respect to the management and maintenance of the Obligations or any collateral therefor. The Beneficiary shall not be obligated to file any claim relating to the Obligations in the event that the Guaranteed Subsidiary becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Beneficiary to so file such claim shall not affect the Guarantor's obligations hereunder. This Guaranty constitutes a guaranty of payment when the same shall become due and payable and not of collection. In the event any payment (in whole or part) of the Guaranteed Subsidiary in respect of any of the Obligations is rescinded or must otherwise be returned by order of a court with competent jurisdiction (the "**Returned Amounts**"), the Guarantor shall

remain liable with respect thereto and shall pay such Returned Amounts no later than ten (10) business days after demand therefor by the Beneficiary. The preceding provision shall survive the termination of this Guaranty.

This Guaranty shall not be affected by the occurrence of any Event of Default, as defined in the Agreement, by the existence of any bankruptcy, insolvency, reorganization or similar proceedings involving the Guaranteed Subsidiary or by any change in the laws of any jurisdiction amending, varying, reducing or otherwise affecting, any of the obligations of the Guaranteed Subsidiary under the Agreement or of Guarantor under this Guaranty.

3. Duration of the Guaranty. This Guaranty shall terminate on the date when all Obligations have been fully discharged or performed in accordance with the terms of the Agreement, and, upon its termination, the Guaranty shall be returned by the Beneficiary to the Guarantor.

4. Consents, Waivers and Renewals. The Guarantor agrees that the Beneficiary may, at any time and from time to time, either before or after the maturity of the Obligations, without notice to or further consent of the Guarantor, extend the time of payment of Obligations and may make agreement with the Guaranteed Subsidiary with regard to any Obligation for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of the Agreement or any other related document, without in any way impairing or affecting this Guaranty. The Guarantor agrees that the Beneficiary may resort to the Guarantor for payment of any Obligation after any default under the Agreement, subject to any applicable grace period, by the Guaranteed Subsidiary that has incurred the Obligation and irrespective of whether or not the Beneficiary shall have resorted to any collateral security or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Obligations.

5. No Waiver; Cumulative Rights. No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right, remedy, or power hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Beneficiary of any right, remedy or power hereunder preclude any other or future exercise by the Beneficiary of any right, remedy or power. Each and every right, remedy and power hereby granted to the Beneficiary or allowed it by law or other agreement shall be cumulative and not exclusive of any other and may be exercised by the Beneficiary from time to time.

6. Amendment. The terms and provisions hereof may not be waived, altered, modified or amended except in writing and with the written approval of duly authorized representatives of the Guarantor and Beneficiary.

7. Waiver of Notice. The Guarantor waives notice of the acceptance of this Guaranty, presentment, demand, notice of dishonor, protest, notice of any sale of collateral security and all other notices whatsoever, except as specifically provided in Section 1.

8. Subrogation. The Guarantor shall not be entitled and shall not seek, by reason of having made any payment hereunder, to be subrogated to the rights of the Beneficiary against

any Guaranteed Subsidiary with respect to such payment or otherwise to be reimbursed, indemnified or exonerated by the Guaranteed Subsidiary in respect thereof until all Obligations of the Guaranteed Subsidiary to the Beneficiary have been paid in full. If acceleration of the time for payment of any Obligation is stayed upon the insolvency, bankruptcy or reorganization of the Guaranteed Subsidiary that has incurred the Obligation, all such amounts otherwise subject to acceleration under the terms of the relevant documents governing that Obligation shall nonetheless be payable by the Guarantor hereunder forthwith on written demand by the Beneficiary.

9. Reimbursement for Expenses. In the event that the Beneficiary commences any action or proceeding for the enforcement of this Guaranty, the Guarantor will reimburse the Beneficiary, promptly upon written demand, for any and all expenses incurred by Beneficiary in connection with such action or proceeding including, without limitation, reasonable attorneys' fees.

10. Representations and Warranties. The Guarantor as of the date hereof represents that:

it is duly organized and validly existing under the law of the jurisdiction of its incorporation and has full power and legal right to execute and deliver this Guaranty and to perform the provisions of this Guaranty;

its execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law, the Guarantor's constitutional documents or any other contractual obligation binding on the Guarantor; and

this Guaranty constitutes the valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

11. Assignment. This Guaranty shall be binding on Guarantor and its successors and permitted assigns. Neither the Guarantor nor the Beneficiary may assign its rights, interests, or obligations hereunder to any other person without the prior written consent of the Guarantor or the Beneficiary, as the case may be, such consent not being unreasonably withheld (it being expressly agreed that it shall not be unreasonable for the Guarantor to withhold consent to any such assignment if the assignee would be entitled to receive any greater payment than the Beneficiary making such assignment would have been entitled to receive had such assignment not occurred).

12. Notices. All notices or other communications to the Guarantor or the Beneficiary shall be in writing and shall be given as follows:

if to the Guarantor:

E.ON AG
E.ON Platz 1
Structured Finance/ FFI3
40479 Düsseldorf
Germany

with a copy to:

E.ON Climate and Renewables North America, LLC.
353 N Clark Street
30th Floor
Chicago, IL 60654
Attention: Camelia Miu

if to the Beneficiary:

[]

unless either the Guarantor or the Beneficiary has provided a superseding address, in which event, notice shall be provided to such superseding address.

13. Governing Law, Waiver of Jury Trial, and Submission to Jurisdiction.

(a) This Guaranty shall be governed by and construed in accordance with the laws of the State of New York without reference to choice of law principles.

(b) Both the Guarantor and the Beneficiary waive, to the fullest extent permitted under applicable law, any right either the Guarantor or the Beneficiary may have to a trial by jury in respect of any suit, action or proceeding relating to this Guaranty. Both the Guarantor and the Beneficiary (1) certify that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of any such suit, action or proceeding and (2) acknowledge that both the Guarantor and the Beneficiary have entered into this agreement in reliance on, among other things, the mutual waivers and certifications in this section.

(c) With respect to any suit, action or proceeding relating to this Guaranty, both the Guarantor and the Beneficiary (1) irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City and (2) waive any objection which it may have at any time to the laying of venue for any such suit, action or proceeding relating to this Guaranty, waive any claim that such suit, action or proceeding relating to this Guaranty has been brought in an inconvenient

forum and further waive the right to object, with respect to such suit, action or proceeding relating to this Guaranty, that such court does not have jurisdiction over it.

14. Service of Process. Guarantor hereby appoints:

E.ON Climate & Renewables North America, LLC
353 N Clark Street
30th Floor
Chicago, Illinois 60654
Attention: Camelia Miu
Telephone: 312-923-9465
Facsimile: 312-923-9469

as its agent to receive, for it and on its behalf and on behalf of its property, service of copies of the summons and complaint and any other process which may be served in any judicial action arising out of this Guaranty. Such service may be made by mailing or delivering a copy of such process to such person in care of the process agent at the process agent's address above, and the Guarantor hereby authorizes and directs the process agent to accept such service on its behalf. If the process agent ceases to maintain an office at the location specified above, Guarantor will promptly advise Beneficiary of the location of the process agent's successor offices.

IN WITNESS WHEREOF, the Guarantor has caused its duly authorized officer to execute and deliver this Guaranty as of the date first above written.

GUARANTOR

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "E-2"
FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: _____

[Address]

RE: Credit No. _____

We hereby establish our Irrevocable Standby Letter of Credit in your favor for the account of _____ (the "Account Party"), for the aggregate amount not exceeding _____ United States Dollars (\$ _____), available to you for payment at sight upon demand at our counters at (Location) on or before the expiration hereof against presentation to us of the following document, dated and signed by a representative of the beneficiary:

"The Account Party has not performed in accordance with an agreement and is in default. Wherefore, the undersigned does hereby demand payment of USD. [Beneficiary fills in the amount not to exceed the full value of the letter of credit]"

Partial and multiple drawings are permitted hereunder.

We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking days following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the Beneficiary thereof accordingly.

In the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one (1) year from the expiration date hereof, or any future expiration date, unless at least ninety (90) days prior to any expiration date we notify you at the above address by

registered mail or hand delivered courier that we elect not to consider this Letter of Credit renewed for any such period.

All commissions, expenses and charges incurred with this Letter of Credit are for the account of the Account Party.

{Note: Must note the Expiry Date in the format}

[BANK SIGNATURE]