

EXHIBIT 4

Parent Guaranty (Sample)

EXHIBIT COVER PAGE RELATIVE TO
PRE-FILED DIRECT TESTIMONY OF MATTHEW MCCAULLEY
ON BEHALF OF ENGIE NORTH AMERICA, INC.
SD PUC DOCKET EL19-007

GUARANTY

This is a guaranty (the "Guaranty"), dated as of [DATE] given by **ENGIE Holdings Inc.**, a Delaware corporation (the "Guarantor"), in favor of [BENEFICIARY], a [CORPORATE FORM] (the "Beneficiary").

1. Guaranty

In consideration of the Beneficiary entering into that [GUARANTEED DOCUMENT] dated as of [DATE], by and between [GUARANTEED COUNTERPARTY] (the "Company") and the Beneficiary (hereinafter referred to as the "Agreement"), the Guarantor, an affiliate of the Company, unconditionally guarantees, to the Beneficiary, its permitted successors and assigns, from the Effective Date until the termination of the obligations of the Guarantor under this Guaranty as set forth in Section 8 below, the prompt payment when due, of all present and future obligations and liabilities of all kinds of the Company to the Beneficiary arising out of the Agreement[, including those arising or in existence prior to the effective date of this Guaranty] (hereinafter referred to as the "Obligations") and all reasonable costs and expenses relating to the enforcement of this Guaranty, including reasonable attorneys' fees; provided, however, that the Guarantor shall not be liable for any such costs or expenses of the Beneficiary if no payment under this Guaranty is due. To the extent that the Company shall fail to pay any Obligations, Guarantor shall promptly pay to the Beneficiary the amount due, or cause such payment to be made, subject to any applicable grace period and upon demand in writing from the Beneficiary to the Guarantor (without prejudice to Section 7 hereof). Any demand for payment shall reasonably and briefly specify in what manner and what amount the Company has failed to pay and an explanation of why such payment is due, with a specific statement that the Beneficiary is calling upon Guarantor to pay under this Guaranty. Notwithstanding anything contained in this Guaranty to the contrary, the maximum aggregate liability of the Guarantor to the Beneficiary, whether in principal, interest, costs, expenses, attorneys' fees or other sums due, shall not exceed under any circumstances [GUARANTEE CAP].

2. Nature of Guaranty

It is understood and agreed that this Guaranty shall only be in respect of the Obligations and shall not pertain to any other obligations whatsoever of the Company to the Beneficiary. This Guaranty constitutes a guaranty of payment when due and not of collection or of performance. The Guarantor's obligations hereunder shall not be affected by (a) the existence, validity, enforceability, perfection, or extent of any collateral for the Obligations, (b) the dissolution, liquidation, reorganization or other change regarding the Company or the Company seeking protection, or having a case or proceeding commenced against it, under any law for the protection of debtors or creditors or (c) any other event, occurrence or circumstance which might otherwise constitute a legal or equitable discharge or defense to a guarantor or surety. The Guarantor agrees that the Beneficiary may resort to the Guarantor for payment of any of the Obligations, whether or not the Beneficiary shall have resorted to any collateral security, or shall have proceeded against the Company with respect to any of the Obligations. If any payment of the Company in respect of the Obligations is rescinded or must otherwise be returned for any

reason whatsoever, the Guarantor shall remain liable hereunder in respect to such Obligations as if such payment had not been made. 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 future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Beneficiary or allowed to 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.

3. Consents, Waivers and Renewals

The Guarantor agrees that the Beneficiary may at any time and from time to time, either before or after maturity thereof, without notice to or further consent of the Guarantor, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Obligations, and may also make any agreement with the Company for the extension, renewal, payment, compromise, discharge or release of any of the Obligations, in whole or in part, or for any modification of the terms thereof or of any agreement between the Beneficiary and the Company, without in any way impairing or affecting this Guaranty. The Guarantor waives notice of dishonor, presentment and demand, except as set forth in Section 1, notice of any sale of collateral security and all other notices whatsoever.

4. Subrogation

The Guarantor will not exercise any rights which it may acquire by way of subrogation until all Obligations to the Beneficiary shall have been paid in full. Subject to the foregoing, upon payment of all the Obligations, the Guarantor shall be subrogated to the rights of the Beneficiary against the Company, and the Beneficiary agrees to take at the Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.

5. Representations and Warranties

- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.
- (b) The 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 or the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditor's rights and to general equity principles and public policy.

6. Limitations

The liability of Guarantor under this Guaranty shall be and is specifically limited to payments expressly required to be made under the Agreement or this Guaranty without regard to any of the events referred to in clauses (a), (b) or (c) of Section 2 of this Guarantee. EXCEPT TO THE EXTENT DUE FROM THE COMPANY UNDER THE TERMS OF THE AGREEMENT, IN NO EVENT SHALL THE GUARANTOR BE SUBJECT TO ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, PUNITIVE, TORT OR ANY OTHER DAMAGES, COSTS OR EXPENSES.

7. Setoff and Counterclaims

Without prejudice to any other right or remedy not expressly waived hereunder, Guarantor hereby reserves to itself and may, to the fullest extent permitted by law, apply all setoffs, and assert all counterclaims and other defenses, to which the Guarantor or the Company is or may be entitled arising from or out of the Agreement, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of the Company.

8. Term and Termination

This Guaranty shall automatically terminate on the earlier of: (i) the date on which all Obligations have been fully paid, subject to the limitations herein, or (ii) the date on which the Obligations expire under the terms of the Agreement (the "Guaranty Termination Date"). Notwithstanding the foregoing, such termination shall not affect the Guarantor's liability with respect to any Obligations incurred under the Agreement prior to the Guaranty Termination Date, which liabilities shall remain continuing and guaranteed pursuant to the terms of this Guaranty.

[9. Attorneys' Fees

In the event suit or action is brought upon or in connection with the enforcement of this Guaranty, the Guarantor shall pay reasonable attorneys' fees and all court costs incurred by the Beneficiary if the Beneficiary is the prevailing party.]

10. Assignment

Guarantor may assign this Guaranty to an affiliate that succeeds Guarantor as the upstream North American holding company for the Company and other North American affiliated companies of the Company. Beneficiary may not assign its rights, interest or obligations hereunder to any other person without the prior written consent of the Guarantor.

11. Notices

All notices or other communications in respect of this Guaranty shall be in writing, shall be given by facsimile (except for a demand for payment or a termination notice), hand delivery or certified mail (return receipt requested) and addressed or directed as follows:

If to the Guarantor:

ENGIE Holdings Inc.
1990 Post Oak Blvd, #1900
Houston, TX 77056

Attn: Credit Mgr.
Fax: 713-636-1695

If to the Beneficiary:

[BENEFICIARY]
[ADDRESS]
Attention: _____

Telephone: _____
Facsimile No: _____

or such other address as the Guarantor or the Beneficiary shall from time to time specify.

13. Governing Law and Jurisdiction

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. The Guarantor and the Beneficiary, by their execution hereof, submit to the exclusive jurisdiction of the courts of the state and federal courts located in the Borough of Manhattan of the City of New York in connection with any action or proceeding relating to this Guaranty.

14. Waiver of Jury Trial

The Guarantor and the Beneficiary hereby waive all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Guaranty.

15. Entire Agreement

This Guaranty constitutes the entire agreement, and supersedes all prior written agreements, including prior guaranties, and understandings, and oral agreements, between Guarantor and Beneficiary with respect to the subject matter hereof. No amendment or waiver of any provision of this Guaranty shall be effective unless the same shall be in writing and signed by the Guarantor and the Beneficiary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Guarantor and the Beneficiary have caused their duly authorized officers to execute this Guaranty on the respective dates specified below with effect from the Effective Date. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

ENGIE Holdings Inc.

By: _____
Name:
Title:
Date:

[BENEFICIARY]

By: _____
Name:
Title:
Date: