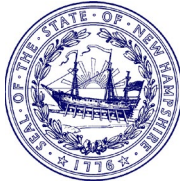


STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

Website:
www.energy.nh.gov

DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

December 20, 2023

Clerk's Office
Public Utilities Commission
21 S. Fruit St., Suite 10
Concord, NH 03301

Re: BP Energy Retail Company, LLC (f/k/a EDF Energy Services, LLC)
Registration as Competitive Electric Supplier
Request for PUC Signature as Beneficiary/Counterparty of the Guaranty Agreement
DM 21-053

Dear Clerk's Office,

I have been assisting the Department of Energy Consumer Services with reviewing financial security instruments submitted on behalf of Competitive Electric Power Suppliers (CEPS) to ensure compliance with Puc 2003.03. According to these rules, each CEPS must submit a qualifying financial security instrument that names the Public Utilities Commission (PUC) as beneficiary and allows the PUC to draw upon the instrument if and when the Principal has failed to make required payments. CEPS, BP Energy Retail Company, LLC (f/k/a EDF Energy Services, LLC) has submitted an application and included a Guaranty Agreement between the Guarantor, BP Corporation North America Inc. and the PUC. In order for the agreement to be effective, could Chairman Goldner sign the Agreement on behalf of the PUC?

I have attached the Guaranty Agreement and Secretary's Certificate authorizing Mr. Jose Luis Villanueva to sign the Agreement on behalf of BP Corporation North America Inc.

Thank you so much for your assistance, and please let me know if you have any questions or concerns.

Sincerely,

/s/ Molly M. Lynch

Molly M. Lynch
Staff Attorney/Hearings Examiner
Department of Energy

Attachments.

cc (electronically only): Rorie Patterson, Director; Paul Dexter, Legal Director; and Gary Cronin, Assistant Director.

BP CORPORATION NORTH AMERICA INC.

SECRETARY'S CERTIFICATE

I hereby certify that I am the duly elected Assistant Secretary of BP Corporation North America Inc., a company duly incorporated and existing under the laws of the State of Indiana (the "Company"), and hereby certify on behalf of the Company:

The following is a true copy of resolutions adopted by unanimous written consent of the board of directors of the Company on December 8, 2022 and that said resolutions have not been amended, modified, or rescinded and that as of this date such resolutions are in full force and effect:

Approval of Standing Authorization for Guarantee Agreements Trading & Shipping Credit

WHEREAS, the Trading & Shipping business ("T&S") performs its supply and trading activities through certain subsidiaries of BP Corporation North America Inc. (the "Company") ("Subsidiaries" as used hereinafter means any and all wholly-owned and indirectly owned subsidiaries of the Company); and

WHEREAS, from time to time, the Company guarantees the payment obligations of Subsidiaries or third-parties in connection with T&S's supply and trading activities; and

WHEREAS, subject to the financial limitations set forth below, the board of directors of the Company (the "Board") desires to authorize certain employees of the Company and its affiliates, on an on-going basis, to enter into guarantee agreements in the name of the Company on behalf of Subsidiaries or third-parties, as applicable; and

WHEREAS, the Board received the facts and circumstances regarding the proposal to authorize the Company to enter into guarantee agreements, certain internal control documents, as well as the advice of the Company's officers, employees, attorneys and other agents (the "Knowledgeable Persons") acting on behalf of the Company and its stockholder, including the potential benefits and detriments to the Company of authorizing the guarantee agreements; and

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes and approves the Company to enter into guarantee agreements (including amendments to such guarantee agreements) covering the payment obligations of Subsidiaries or third-parties, as applicable, subject to the financial limitations set forth below; and be it

FURTHER RESOLVED, the Board hereby authorizes and approves the Company to execute, deliver and perform the guarantee agreements and all other documents, instruments and agreements in connection therewith; and be it

FURTHER RESOLVED, that the Board authorizes and approves the guarantee agreements (including amendments to such guarantee agreements) and other documents, instruments and agreements necessary to consummate the entry into the guarantee agreement upon such terms set forth therein; and be it

FURTHER RESOLVED, that each of Daniel E. Casey, David Howey, Robert Libertini, Gabriela Rizo, Jose Luis Villanueva, Scott Walker, Patricia Mendonca, and Amy Walse (each an "Authorized Person" and collectively, the "Authorized Persons") be, and each of them severally is, hereby authorized and empowered to approve, execute, deliver and perform, in the name and on behalf of the Company guarantee agreements, as such may be subsequently negotiated and amended or terminated, and any and all other documents, instruments and agreements necessary or expedient, in the judgment of such Authorized Person, in connection therewith covering the payment obligations of (i) Subsidiaries or (ii) a third-party in connection with T&S's supply and trading activities; provided, however, that the amount of any one or more guaranties or amendments thereto does not exceed an aggregate amount of three-hundred million (\$300m) on an outstanding basis at any one time per each counterparty or per each third-party, as applicable; and provided further that guarantees covering the payment obligations of BP Comercializadora de Energia Ltda. and BP Energía México, S. de R.L. de C.V shall be subject to the limitations as provided below; and be it

FURTHER RESOLVED, that any Authorized Person be, and each of them severally is, hereby authorized and empowered to approve, execute, deliver and perform, in the name and on behalf of the Company guarantee agreements, as such may be subsequently negotiated and amended or terminated, and any and all other documents, instruments and agreements necessary or expedient, in the judgment of such Authorized Person, in connection therewith covering the payment obligations of BP Comercializadora de Energia Ltda.; provided however, that any one or more guaranties shall not exceed an aggregate amount of one billion dollars (\$1.5 billion) outstanding for *all* counterparties, as applicable; and

FURTHER RESOLVED, that any Authorized Person be, and each of them severally is, hereby authorized and empowered to approve, execute, deliver and perform, in the name and on behalf of the Company guarantee agreements, as such may be subsequently negotiated and amended or terminated, and any and all other documents, instruments and agreements necessary or expedient, in the judgment of such Authorized Person, in connection therewith covering the payment obligations of BP Energía México, S. de R.L. de C.V; provided however, that any one or more guaranties shall not exceed an aggregate amount of three-hundred million (\$300m) outstanding for *all* counterparties; and

FURTHER RESOLVED, that any Authorized Person be, and each of them severally is, hereby authorized and empowered to approve, execute, deliver and perform, in the name and on behalf of the Company guarantee agreements, as such may be subsequently negotiated and amended or terminated, and any and all other documents, instruments and agreements necessary or expedient, in the judgment of such Authorized Person, in connection therewith covering the payment

obligations of BP Lubricants USA Inc., an affiliate of the Company; provided, however, that the amount of any one or more guaranties or amendments thereto does not exceed an aggregate amount of three-hundred million (\$300m) on an outstanding basis at any one time per each counterparty or per each third-party, as applicable; and be it

FURTHER RESOLVED, that the Authorized Person's may take any and all other actions and execute all other documents, instruments, and agreements as may be necessary to give effect or enter into such guarantees and amendments thereto, and such Authorized Person's execution and delivery of such documents and agreements shall be conclusive evidence of his or her approval and approval of this Board; and be it

FURTHER RESOLVED, that the Board hereby ratifies, adopts, confirms and approves the execution of each of the Guarantee Agreements in all respects as executed by Scott Walker as an approved act of the Company; and be it

FURTHER RESOLVED, that the authority granted under the foregoing resolutions is granted severally and not jointly to each Authorized Person until the earlier of October 31, 2023 or the date that such Authorized Person is no longer an employee of the Company or an affiliate thereof or no longer a member of the T&S credit team; and be it

FURTHER RESOLVED, that the Secretary and any Assistant Secretary be, and each of them is hereby, authorized from time to time to supply and certify a document setting forth the names and signatures of the Authorized Persons and attesting to the adoption of these resolutions and the due authorization by the Board of the actions contemplated hereunder; and be it

FURTHER RESOLVED, that any Authorized Person may execute, deliver, and perform the guarantee agreements and carry out any act or transmission contemplated by the foregoing resolutions by electronic means, including through DocuSign and similar electronic means; and be it

General Authorities and Ratification

FURTHER RESOLVED, that the Authorized Persons, and each of them individually, be hereby authorized, empowered and directed to take such action, execute such documents, and do such things as may be required or as any such Authorized Person may deem necessary, advisable or appropriate in order to complete the actions and transactions authorized in the foregoing resolutions and attesting to the adoption of these resolutions and the due authorization by the Board of the actions contemplated hereunder; and that the Secretary and any Assistant Secretary be, and each of them acting individually is, hereby authorized and empowered to affix the corporate seal to any papers or documents necessary, proper or advisable in order to carry out the intents and purposes of these resolutions and to attest the same in cases where such action is necessary or appropriate; and be it

FURTHER RESOLVED, that all actions, including the execution, delivery, and performance of any documents to date by any Authorized Person in such capacity in furtherance of the foregoing resolutions be, and hereby are, in all respects, adopted, affirmed, ratified and approved as an act of the Company; and be it

FINALLY RESOLVED, that the foregoing resolutions revoke and supersede the resolutions of the Board dated March 22, 2022 regarding guarantees.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of December, 2022.

A handwritten signature in blue ink, appearing to read "Jason Alvarado", is written over a horizontal line.

Jason Alvarado
Assistant Secretary,
BP Corporation North America Inc.

GUARANTY AGREEMENT

This Guaranty Agreement (the “Guaranty”) is made by **BP CORPORATION NORTH AMERICA INC.** (“Guarantor”), an Indiana Corporation, in favor of **New Hampshire Public Utilities Commission** (“Counterparty”).

WHEREAS, Counterparty is or may become party to commodity-related physical and financial transactions and agreements (collectively, whether one or more, the “Agreement” or “Agreements”) with the following indirect subsidiary of Guarantor: **BP Energy Retail Company LLC** (f/k/a EDF Energy Services, LLC “Company”); and

WHEREAS, the Guarantor is the indirect parent of Company, and will receive substantial and direct and indirect benefits from the transactions contemplated by the Agreement and has agreed to enter into this Guaranty to provide assurance for the payment obligations of Company in connection with the Agreement and to induce the Counterparty to enter into the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. **Guaranty.** The Guarantor hereby unconditionally, irrevocably and absolutely guarantees the punctual payment when due (subject to written demand in accordance with Paragraph 6 below) of Company’s payment obligations arising under any Agreement, as such Agreement may be amended or modified by agreement between Company and the Counterparty from time to time (collectively, the “Guaranteed Obligations”); provided, however, that the total liability of the Guarantor hereunder, regardless of any amendment or modification to any Agreement, is limited to the greater of (a) \$100,000.00; or (b) 25% of the Company’s actual gross revenue in New Hampshire for the preceding full year of operation, not including revenue from the provision of default service, for any year after the Company’s first full year of operation. Notwithstanding the aforementioned, the Guaranteed Obligations under all Agreements will not exceed **\$500,000.00**, in each case inclusive of all interest, reasonable attorneys’ fees, and/or costs of collection, if any, required by such Agreement to be paid by Company in the collection of Guaranteed Obligations. In addition, subject to the limitations above, Guarantor shall reimburse Counterparty for all sums paid to Counterparty by Company with respect to such Guaranteed Obligations which Counterparty is subsequently required to return to Company or a representative of Company’s creditors as a result of Company’s bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding. The Guarantor’s obligations and liability under this Guaranty shall be limited to payment obligations only and the Guarantor shall have no obligation to perform under any Agreement, including, without limitation, to sell, deliver, supply or transport gas, electricity or any other commodity.

If all or a part of any payment made by Guarantor to Counterparty hereunder is later determined to have been improper because such amount was not actually owed by Company to Counterparty under the Agreement or such payment was otherwise unjustified, Counterparty shall repay such amount to Guarantor within ten (10) business

days of written demand by Guarantor together with any interest, reasonable attorneys' fees, and/or costs of collection, if any, required by the Agreement to be paid by Counterparty in the collection of such amount.

2. **Guaranty Absolute.** The liability of Guarantor under this Guaranty shall be absolute, irrevocable and unconditional irrespective of:
- (a) any defect or deficiency in any Agreement or any other documents executed in connection with any Agreement;
 - (b) any modification, extension or waiver of any of the terms of any Agreement;
 - (c) any change in the time, manner, terms or place of payment of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Agreement or any other agreement or instrument executed in connection therewith;
 - (d) any sale, exchange, release or non-perfection of any property standing as security for the liabilities hereby guaranteed or any liabilities incurred directly or indirectly hereunder or any setoff against any of said liabilities, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;
 - (e) except as to applicable statutes of limitation, the failure, omission, delay, waiver or refusal by the Counterparty to exercise, in whole or in part, any right or remedy held by the Counterparty with respect to any Agreement or any transaction under any Agreement; or
 - (f) any change in the existence, structure or ownership of the Guarantor or Company, or any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

The obligations of the Guarantor hereunder are several and not joint with Company or any other person, and are primary obligations for which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Counterparty, in order to enforce payment by the Guarantor under this Guaranty, to exhaust its remedies against Company, any collateral pledged by Company, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of all such Guaranteed Obligations may be discharged, or uncollectible in any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Company is or may be

entitled to arising from or out of the Agreements or otherwise, except as limited herein and except for defenses arising out of the bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

3. **Waiver.** Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, notice of the creation or existence of any of the Guaranteed Obligations and notice of any action by the Counterparty in reliance hereon or in connection herewith;
- (b) notice of the entry into any Agreement between Company and the Counterparty and notice of any amendments, supplements or modifications thereto; or any waiver of consent under any Agreement, including waivers of the payment and performance of the obligations thereunder;
- (c) notice of any increase, reduction or rearrangement of Company's obligations under any Agreement or notice of any extension of time for the payment of any sums due and payable to the Counterparty under any Agreement;
- (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice of any other kind with respect to the Guaranteed Obligations; and
- (e) any requirement that suit be brought against, or any other action by the Counterparty be taken against, or any notice of default or other notice be given to, or any demand be made on, Company or any other person, or that any other action be taken or not taken as a condition to the Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against the Guarantor.

4. **Subrogation.** The Guarantor shall be subrogated to all rights of the Counterparty against Company in respect of any amounts paid by the Guarantor pursuant to the Guaranty, provided that the Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. §509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Counterparty against Company or any collateral which the Counterparty now has or acquires, until all of the Guaranteed Obligations shall have been irrevocably paid to the Counterparty in full. If (a) the Guarantor shall perform and shall make payment to the Counterparty of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations shall have been paid in full, the Counterparty shall, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment by the Guarantor.

5. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery when sent by (i) U.S. mail, certified or registered, return receipt requested, postage prepaid, (ii) hand messenger, (iii) facsimile, (iv) email, or (v) overnight courier service. Notices shall be sent to the following addresses:

If to Counterparty:

**New Hampshire Department of Energy
Consumer Services Division
21 South Fruit St, Suite 10
Concord, NH 03301**

Attn: Gary M. Cronin

Email: Gary.M.Cronin@energy.nh.gov ; Registrations@energy.nh.gov

If to Guarantor:

**BP CORPORATION NORTH AMERICA INC.
201 Helios Way
Houston, Texas 77079
Attention: IST Credit Services -- Guarantees
Fax: 713-354-0996
Email: NAGPguaranty@bp.com**

6. **Demand and Payment.** Counterparty is not entitled to make demand upon Guarantor until a default occurs in payment of any Guaranteed Obligations by Company to Counterparty. Any demand by the Counterparty for payment hereunder shall be in writing, reference this Guaranty, reference the Guaranteed Obligations, and signed by a duly authorized representative of the Counterparty and delivered to the Guarantor pursuant to Section 5 hereof. There are no other requirements of notice, presentment or demand. The Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand. The New Hampshire Public Utilities Commission may demand payment to Guarantor when the Company has failed to make required payments and/or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission.
7. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of Counterparty to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

8. **Term; Termination.** This Guaranty shall continue in full force and effect from the Effective Date until i) December 31, 2026; (the “Termination Date”); provided, however, the termination of this Guaranty shall not affect Guarantor’s obligations hereunder with respect to any transaction entered into prior to such Termination Date, and this Guaranty shall remain in full force and effect until all Guaranteed Obligations arising with respect to such transactions have been fully satisfied. This guarantee allows for demand of payment of Guaranteed Obligations 6 months after the Termination Date. Guarantor may not cancel this Guaranty before the Termination Date.
9. **Assignment; Successors and Assigns.** The Guarantor and the Counterparty shall not assign its rights hereunder without the prior written consent of the other party, and any assignment without such prior written consent shall be null and void and of no force or effect. This Guaranty shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.
10. **Amendments, Etc.** Subject to the Guarantor’s right to terminate this Guaranty pursuant to Paragraph 8, no amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Counterparty. No waiver of any provision of this Guaranty or consent to any departure by the Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by Counterparty. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.
11. **Caption.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.
12. **Representation and Warranties.**

The Guarantor represents and warrants as follows:

- (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 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.

13. **Foreign Currency Obligations.** Subject to the limitation of Guarantor's total liability set forth in Paragraph 1 hereof, the Guarantor shall make payment in the currency in which the Company is required to pay its payment obligations (the "Original Currency"). For the purposes of calculating Guarantor's total liability hereunder and applying the limitation on Guarantor's total liability, the value of the payment obligation in the Original Currency shall be converted to US Dollars by the Guarantor at the rate equal to the applicable spot exchange rate of a large commercial bank located in Canada or the United States on the date that payment is made by the Guarantor.
14. **GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD OR REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES OF ANY JURISDICTION.** However, if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.
15. **Entire Agreement.** This Guaranty constitutes the entire agreement and understanding between Guarantor and Counterparty with respect to the Guaranteed Obligations and supersedes and replaces in its entirety any and all guaranties previously issued by Guarantor to Counterparty with respect to the Guaranteed Obligations, or any part of them.
16. **Electronic Signatures.** This Guaranty (and any amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile, electronic mail in portable document format (.pdf) or by such other electronic means intended to preserve the original graphic and pictorial appearance of a document and by electronic messaging system), each of which will be deemed an original and shall have the same effect as delivery of an executed original of this Guaranty (or amendment, modification and waiver, as applicable). Guarantor and Counterparty (by acceptance hereof) agree that the electronic signatures, whether digital or encrypted, of the parties to this Guaranty or amendment, modification or waiver thereof are intended to authenticate this writing and to have the same force and effect as manual signatures.

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized representative as of this **19th day of December, 2023** ("Effective Date").

BP CORPORATION NORTH AMERICA INC.

DocuSigned by:



By: _____
20489D92C3B5497...

Name: Jose Luis Villanueva

Title: Attorney-in-fact

New Hampshire Public Utilities Commission

By: _____

Name:

Title: