



Anthony Obi

Sr. Regulatory Reporting Analyst
BP Energy Company

BP Energy Company
201 Helios Way
Houston, TX
77079

Direct: (281) 366-1437
Mobile: (281) 707-4285
Main: 281-366-2000
Web: www.bp.com

March 12, 2024

VIA OVERNIGHT MAIL

Executive Director
New Hampshire Department of Energy
21 South Fruit Street, Suite 10
Concord NH 03301

BP Energy Retail Company, LLC ("BPERC") is an approved competitive energy supplier in New Hampshire. BPERC is submitting its triennial renewal application for 2024. Enclosed are an original and two copies of the renewal application and attachments. Additionally, an electronic version has been sent to registrations@energy.nh.gov.

Please let me know if you require additional information regarding this filing.

Sincerely,
/s/ Anthony Obi
Sr. Regulatory Reporting Analyst
anthony.obi@bp.com

Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Department of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	BP Energy Retail Company, LLC
	Trade Name (d/b/a) (if applicable)	
Puc 2006.01(b)	Business Mailing Address	201 Helios Way
		Houston, TX 77079
	Telephone Number	877-432-4530
	E-Mail Address	retailcustomer@bp.com
	Website Address	www.bp.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	DE
Puc 2006.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if it is anything other than an individual. Use additional sheets as needed.	
	Name	Deborah Merrill
	Title	President
	Business Mailing Address	201 Helios Way
		Houston, TX 77079
	Telephone Number	713-446-6630
	E-Mail Address	deborah.merrill@bp.com
	Name	Matthew Butts
	Title	Vice President
	Business Mailing Address	201 Helios Way
		Houston, TX 77079
	Telephone Number	918-691-9649
	Email Address	matt.butts@bp.com
	Name	Ben Temple
	Title	Vice President
	Business Mailing Address	201 Helios Way
Houston, TX 77079		
Telephone Number	832-622-0735	
E-Mail Address	ben.temple@bp.com	

1. "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.

Affiliates and Subsidiaries		
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	N/A
	Business Address	
	Telephone Number	
	Provide a description of the business purpose of the entity.	
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NHDOE or the NHPUC.	
	Name of Entity	
	Business Address	
Telephone Number		
Provide a description of the business purpose of the entity.		
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NH DOE or the NHPUC.		

2. "Affiliate" means any of the following:

- a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- b) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- c) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.

Customer Service Department Contact		
Puc 2006.01(f)	Name	Lindsey Greenwood
	Title	Manager, Customer Care
	Toll-Free Telephone Number (if available)	877-432-4530
	Telephone Number	877-432-4530
	E-Mail Address	retailcustomercare@bp.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Lindsey Greenwood
	Title	Manager, Customer Care
	Business Mailing Address	201 Helios Way
		Houston, TX 77079
	Telephone Number	877-432-4530
E-Mail Address	retailcustomercare@bp.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Anthony Obi
	Title	Senior Regulatory Analyst
	Business Mailing Address	201 Helios Way
		Houston, TX 77079
	Telephone Number	281-366-1437
E-Mail Address	anthony.obi@bp.com	

Department of Energy Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Anthony Obi
	Title	Senior Regulatory Analyst
	Business Mailing Address	201 Helios Way
		Houston, TX 77079
	Telephone Number	281-366-1437
E-Mail Address	anthony.obi@bp.com	

Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) A recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or (2) A copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.
Puc 2006.01(i)	Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the N. H. Secretary of State by submitting, with this application form, either of the following: (1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or (2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.
Puc 2006.01(k)	Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area. EVERSOURCE-NH-RATES GV, LG; LIBERTY UTILITIES-RATES G1, G2; UNITIL-RATES, G1, G2
Puc 2006.01(m)	Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial. BP Energy Retail Company, LLC intends to serve large commercial and industrial customers
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity. CA, CT, DE, DC, IL, ME, MD, MA, MI, NH, NJ, NY, OH, OR, PA, RI, TX

Customer Complaints	
Puc 2006.01(a)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
Billing											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0

Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	No
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	

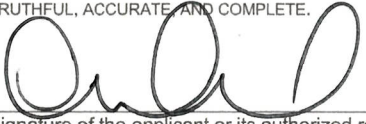
Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	Yes
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.	

Residential and Small Commercial Customer Contracts		
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.	

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.	
File the original, executed financial security instrument with the Department of Energy. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.		

Submit Application Fee (For Initial Applications Only)		
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the NH Department of Energy by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Department of Energy.	
Note that there is no fee for a renewal application.		

Expected Marketing Start Date		
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	_____ Date

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p>  <p>Signature of the applicant or its authorized representative</p> <p>Name: Deborah Merrill</p> <p>Title: President</p>	<p>03/12/2024</p> <p>Date</p>

Filing Instructions		
<p>1) Mail an original and two paper copies of this form and all separate attachments to: New Department of Energy, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to: <u>registrations@energy.nh.gov</u></p>		



Attachment 1
State of New Hampshire
Department of State



12/12/2022 10:59:26 AM

CT Corporation/Research Connection, Inc.
2 1/2 Beacon Street
Concord, NH, 03301, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,
Corporation Division

Business ID: **736185**
Filing No: **5907180**

State of New Hampshire

Filing fee: \$35.00
Use black print or type.

Filed
Date Filed : 12/12/2022 10:00:00 AM
Effective Date : 12/12/2022 10:00:00 AM
Filing # : 5907180 Pages : 1
Business ID : 736185
David M. Scanlan
Secretary of State
State of New Hampshire

APPLICATION FOR AMENDED REGISTRATION FOR FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for an amended registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is: EDF Energy Services, LLC

SECOND: The name the limited liability company is currently using in the state of New Hampshire is: EDF Energy Services, LLC

THIRD: The state or country of formation is: Delaware

FOURTH: The date the limited liability company was authorized to transact business in the state of New Hampshire is: December 17, 2015

FIFTH: This application is filed for the following reason(s) (complete all applicable items):

- a. The limited liability company has changed its name to: BP Energy Retail Company LLC
- b. The name the limited liability company will hereafter use in the state of New Hampshire is changed to: BP Energy Retail Company LLC
- c. The limited liability company has changed the state or country of its formation to:

DocuSigned by:
Jason Alvarado
ABA74BE98451468...

*Signature: _____

Print or type name: Jason Eric Alvarado

Title: Authorized Person

Date signed: 30 November 2022

*** MUST BE SIGNED BY A MANAGER IF THE LIMITED LIABILITY COMPANY HAS A MANAGER. IF NO MANAGER, MUST BE SIGNED BY A MEMBER.** (If the limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.)

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

Customer General Information

3/7/24 11:55 AM

Customer ID 126859	Customer Name BP Energy Retail Company LLC	Type Non-Rated Non-Municipal Participant	Address 201 Helios Way	City Houston	State TX	Zip 77079
------------------------------	--	--	----------------------------------	------------------------	--------------------	---------------------

Compliance Test Status

100% Defaults	Default Events
365-Day Default Count: 0	Default Date: Cure Date/Time: Cure Amount:
Default Date: <input type="text"/>	

Misc Info

Governance Only	No
Provisional NEPOOL Member	No
Standing Order	No
Black Rock Account Number	38200
Member Effective Date	03/01/2016
Member Termination Date	
ISO Eligible LOC Issuer	No
Financial Reporting Requirements	No
Market Credit Limit Opt-Out	No
Transmission Credit Limit Opt-Out	No

Payment Defaults

Market Suspensions

Date Suspended	Date Reinstated	Comments
03/02/2017	03/02/2017	Default Cured//Gina-FA Default//Gina

Contacts

Contact Name	Job Title	Phone	Email
Michelle Almazan	Retail Operations Coordinator	+1 (832) 619-5106	michelle.almazan@bp.com
Chris Bennett	Sr. Manager CDD, Contracts, Confirms, Finance Ops	+1 (346) 271-6086	chris.bennett@bp.com
Raj Chintapalli	ISO Coordination	++1 (646) 971-3539	raj.chintapalli@bp.com
Fernando Gutierrez		+1 (281) 800-1759	Fernando.Gutierrez@bp.com

Customer General Information

3/7/24 11:55 AM

Contact Name	Job Title	Phone	Email
Eva Linda Molnar	Settlements	+1 (346) 285-7746	evalinda.molnar@bp.com
BPERC Settlements	Settlements	+1 (713) 955-5324	bpersettlementspwr@bp.com
Jose Luis Villanueva	Advisor Gas & Power Credit	+1 (832) 664-2601	jose.villanueva@bp.com



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: EDF Energy Services, LLC
Represented by: Cherie Fuller


Issued by: Unitil Energy Systems
Represented by: Caitlin D. Chaput, Associate Transaction Analyst

Date: 3/25/16

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and EDF Energy Services, LLC. As of 3/25/16, Unitil Energy Systems does hereby declare EDF Energy Services as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

EDF Energy Services has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. EDF Energy Services has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.


Signature
3/25/16
Date

Caitlin D. Chaput
Associate Transaction Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_SupplierServices@unitil.com



COMPLETION OF EDI TEST

This is to certify that on March 17th, 2016

EDF Energy Services, LLC.

completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d)

Deborah M. Gilbertson, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

Certificate of Completion

is hereby granted to:

EDF Energy Services, LLC

to certify that they have completed to satisfaction

NH Supplier Training



Granted: 04/01/16

Aaron Downing

Eversource Supplier Services

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

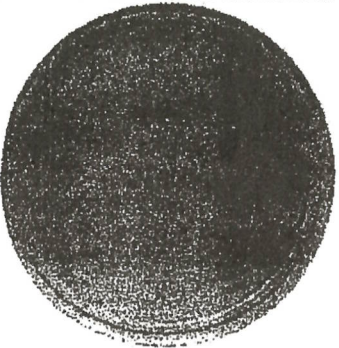
Certificate of Completion

is hereby granted to:

EDF Energy Services, LLC

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing



Granted: 05/25/16

Aaron Downing

*Aaron Downing
Eversource Supplier Services*

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

20489D92C3B5497...

By: _____

Name: Jose Luis Villanueva

Title: Attorney-in-fact

New Hampshire Public Utilities Commission

By: _____

Name:

Title: