

PUC 3003.01

- (a) The legal name of the applicant as well as the trade name, if any, under which it intends to operate in this state;
- (b) The applicant's business address, telephone number, e-mail address, and website address;
- (c) The applicant's state or jurisdiction of organization, if anything other than an individual;
- (d) 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 the applicant is anything other than an individual;
- ~~(e) The following regarding any affiliate or subsidiary of the applicant that is conducting business in New Hampshire:~~
 - ~~(1) The name, business address, and telephone number of the entity;~~
 - ~~(2) A description of the business purpose of the entity; and~~
 - ~~(3) A description of any agreement(s) with any affiliated New Hampshire LDC(s), and the docket number relative to the filing of such agreement(s) with the commission;~~

ENGIE Power & Gas, LLC
920 Railroad Ave.
Woodmere, NY 11598
855-327-6937
www.plymouthenergy.com

State of Jurisdiction: New York

Principal Officers:
William Jordan
Managing Director
920 Railroad Ave.
Woodmere, NY 11598
516-634-2163
bjordan@plymouthenergy.com

Shyam Persaud
CFO
920 Railroad Ave.
Woodmere, NY 11598
516-634-2501
spersaud@plymouthenergy.com

- (f) The telephone number of the applicant's customer service department or the name, title, telephone number, and e-mail address of the customer service representative of the applicant, including toll free telephone numbers, if available;

Lynette Miner
Customer Care Manager
920 Railroad Ave.
Woodmere, NY 11598
customercare@plymouthenergy.com
855-32-POWER

(g) The name, title, business address, telephone number, and e-mail address of each individual responsible for responding to commission inquiries regarding:

(1) Customer complaints;

Lynette Miner
Customer Care Manager
920 Railroad Ave.
Woodmere, NY 11598
lynette.miner@plymouthenergy.com

(2) Regulatory compliance matters; and

Michael Reiss
Director of Compliance
920 Railroad Ave.
Woodmere, NY 11598
516-634-2155
mreiss@plymouthenergy.com

(3) Commission assessment payments;

Andy Sookram
Controller
920 Railroad Ave.
Woodmere, NY 11598
516-634-2154
andy@plymouthenergy.com

(h) Evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

Certificate of Good Standing received.
Business ID: 847940
Certificate Number: 0004970867

(i) Evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state;

Certificate of Good Standing attached

(j) A list of LDCs in New Hampshire through which the applicant intends to provide service, and, to the extent the applicant does not intend to provide service in the entire franchise area of an LDC, a list of the cities and towns in which the applicant intends to provide service within such LDC franchise area;

Liberty NH

Unitil NH

(k) A description of the types of customers the applicant intends to serve;

Commercial and small business customers

(l) A list of other states or jurisdictions in which the applicant currently conducts business relating to the sale of natural gas;

NY, NJ, PA, OH, MA, MD, IL

(m) 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 or any such principal or affiliate has conducted business relating to the sale of natural gas;

0 complaints

(n) A statement as to whether the applicant or any of the applicant's principals:

(1) Has ever been convicted of any felony that has not been annulled by a court;

ENGIE Power & Gas, LLC, or any of the applicant's principals have never been convicted of any felony that has not been annulled by a court.

(2) Has, 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;

ENGIE Power & Gas, LLC, or any of the applicant's principals have not 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, within the 10 years immediately prior to application.

(3) Has, 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;

ENGIE Power & Gas, LLC, or any of the applicant's principals have not settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation, within the 10 years immediately prior to application.

(4) Is currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

ENGIE Power & Gas, LLC, or any of the applicant's principals are not currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

(5) Has been denied authorization to provide competitive natural gas supply service or natural gas aggregation service in any other state or jurisdiction;

ENGIE Power & Gas, LLC, or any of the applicant's principals have not been denied authorization to provide competitive natural gas supply service or natural gas aggregation service in any other state or jurisdiction.

(o) If an affirmative answer is given to any item in (n) above, a detailed explanation of the occurrence and the related circumstances; **N/A**

(p) For those applicants intending to telemarket, a statement that the applicant shall: **N/A**

(1) Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; **N/A**

(2) Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and **N/A**

(3) Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry; **N/A**

(q) For those applicants not intending to telemarket, a statement to that effect;

(r) A sample of the bill form(s) the applicant intends to use if the applicant does not intend to use the LDC's billing service or a statement that the applicant intends to use the LDC's billing service;

Attachment A

(s) A copy of any customer contract forms or representative samples of contracts the applicant intends to use, including any schedules or other documentation attached to, incorporated into, or referenced in such contracts; **Attachment B**

(t) A statement that the applicant has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements;

Engie Power & Gas, LLC verifies the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements

(u) The date upon which the applicant expects to commence marketing its natural gas supply services to customers in New Hampshire; **1/02/21**

(v) A statement certifying that the applicant has the authority to file the application on behalf of the CNGS and an attestation that its contents are truthful, accurate, and complete; and

(w) The signature of the applicant or its authorized representative.

Each applicant shall provide the following in or with its application:

(1) Original financial security instrument as specified in Puc 3003.03; **Attachment C**

(2) Documentation sufficient to demonstrate that the applicant is an approved shipper on the upstream pipelines and underground storage facilities on which the LDC will assign capacity, if any, to the applicant; **Attachment D**

(3) A \$250.00 registration fee, with payment submitted to the executive director.



Attachment A

A sample of the bill form(s) the applicant intends to use if the applicant does not intend to use the LDC's billing service or a statement that the applicant intends to use the LDC's billing service

Message Center

Keep up to date on industry information and company news. Visit us online at www.plymouthenergy.com.

Customer Information

Service Address

Your Property Name

123 Main Street
Goshen, New Hampshire, 03752

Invoice Number

SIN123456789

Utility

Liberty, NH Gas

Account Number

9999999999999999

Invoice Period

6/16/2020 To 7/15/2020

Invoice Date

7/31/2020

Prior Balance

\$-19.52

New Charges

\$41.83

Total Amount Due

\$22.31

Due

8/15/2020

Questions?

Please Call: 855-32-POWER (855-327-6937)
customercare@plymouthenergy.com
www.plymouthenergy.com

From	To	Volume	Rate	Amount
6/16/2020	7/15/2020		\$0.07240	\$39.10
			GRT @ 2.4000%	\$0.94
			Sales Tax @ 4.5000%	\$1.80
Total This Period				\$41.83

Invoice	Invoice Date	Prior Balance	New Charges	Total Amount Due	Due
SIN123456789	7/31/2020	\$-19.52	\$41.83	\$22.31	8/15/2020

Your Property Name

123 Main Street
Goshen, New Hampshire, 03752

Make checks payable to:

Plymouth Rock Energy, LLC
P.O. Box 28420
New York, N.Y. 10087 - 8420

Amount Enclosed



Attachment B

A copy of any customer contract forms or representative samples of contracts the applicant intends to use, including any schedules or other documentation attached to, incorporated into, or referenced in such contracts.

New Hampshire Natural Gas Firm Commercial Service Agreement

Customer Information

Name	[SAMPLE ACCOUNT]	Date	09/8/2020
Address	[BILLING ADDRESS]	Contract Term	12 months beginning MM/DD/YYYY or the first available meter read thereafter.
Email		Type	[New/Renewal]
Phone		Contract Volume	
SS#/EIN#			

Account Information

See Schedule A for a list of the Utility Accounts covered under this agreement

Customer Disclosure Statement

Price	Fixed, or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
How the price is determined	Fixed rate of \$« _____ » per therm/CCF plus applicable taxes, in addition to any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
Length of the agreement and end date	12 months beginning MM/DD/YYYY or the first available meter read thereafter.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Plymouth can sell such gas following the termination.
Amount of Late Payment Fee	Customer will pay 1.5% on overdue balances not received by Plymouth within 15 days of the date of the bill.
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless Plymouth obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Guaranteed Savings	This agreement offers no guaranteed savings
Consolidated Billing	Plymouth supply charges will be presented on the utility invoice

Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to:

General Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between Plymouth Rock Energy, LLC (an ENGIE company) ("Plymouth") and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Plymouth (the "Agreement"). Subject to the terms and conditions of this Agreement, Plymouth agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Plymouth, necessary to meet Customer's requirements based upon consumption data obtained by Plymouth or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Plymouth or the LDU's delivery schedule. The LDU will continue to deliver the natural gas supplied by Plymouth.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Plymouth is deemed effective by the LDU, and shall continue for 12 months beginning MM/DD/YYYY or the first available meter read thereafter, (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable monthly rate, unless Plymouth sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such

written notice will be sent at least 45 days and no more than 90 days prior to the renewal date, apprising customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer or Plymouth may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above, shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price includes line loss.

Plymouth will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDU, and Customer will pay each invoice in full within 15 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Plymouth or the LDU, or each of the LDU and Plymouth may invoice Customer separately. Customer payments remitted in

response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the NH PUC.

Plymouth may assign and sell Customer accounts receivable to LDU. Failure to make full payment of Plymouth charges due on any consolidated bill prepared by the LDU for Plymouth will be grounds for disconnection of utility services and commodity service in accordance with NH PUC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

Usage Allowance: In the event that usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by 25 percent or more, the Customer may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by 25 percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs and/or balancing costs. Base Load usage is shown in Schedule B for reference.

Early Termination: If there is a material adverse change in the business or financial condition of Customer (as determined by Plymouth at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Plymouth may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Plymouth terminates this Agreement due to Customer's breach, and the Agreement is for fixed price service, the Customer shall pay Plymouth, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by Plymouth of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Plymouth. Plymouth may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

5. Information Release Authorization. CUSTOMER AUTHORIZES PLYMOUTH TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE LDU: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS UNDER PSL § 32 (3); AND INFORMATION PERTAINING TO PSL § 33, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY PLYMOUTH TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL NOT BE DISCLOSED TO A THIRD PARTY UNLESS REQUIRED BY LAW. CUSTOMER'S EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AUTHORIZATION FOR THE RELEASE OF THIS INFORMATION TO PLYMOUTH. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO PLYMOUTH OR BY CALLING PLYMOUTH AT 1-866-539-6450. PLYMOUTH RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

6. Consumer Protections. The services provided by Plymouth to Customer are governed by the terms and conditions of this Agreement. Plymouth will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Plymouth at 1-855-327-6937

7 Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to

return to LDU commodity supply service, and Customer is liable for all Plymouth charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within forty-five (45) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8. Agency. Customer hereby designates Plymouth as agent to: (a) arrange and administer contracts and service agreements between Customer and Plymouth and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDU for the transportation of the Customer's natural gas supplier from the Delivery Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplier with such supplies of other customers served by Plymouth to maintain qualification for LDU transportation service and resolve imbalances that may arise during the term of this Agreement. Plymouth as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDU and in response to information provided by the LDU. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDU. Plymouth agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and Plymouth agree that title to, control of, and risk of loss of natural gas supplied under this Agreement will transfer from Plymouth to the Customer at the delivery point(s). Customer and Plymouth agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. Plymouth will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

10. Warranty. This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and Plymouth. Plymouth makes no representations or warranties other than those expressly set forth in this Agreement, and Plymouth expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. Plymouth will make commercially reasonable efforts to provide natural gas hereunder but Plymouth does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Plymouth ("Force Majeure Events") may result in interruptions in service. Plymouth will not be liable for any such interruptions caused by a Force Majeure Event, and Plymouth is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, curtailment by Customer's LDU or Plymouth transportation capacity, or Customer's LDU appropriation of natural gas, etc., changes in laws, rules, or regulations of any governmental authority or any other cause beyond Plymouth's control. Should the parties have cause to claim for majeure, the claiming party will notify the other party, in writing, of the causes of such events, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relation to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

12. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13. Contact Information. Customer may contact Plymouth's Customer Service Center at 1-855-327-6937, Monday through Friday 8:00 a.m. - 8:00

p.m. EST (contact center hours subject to change). Customer may write to Plymouth at: Plymouth, 920 Railroad Ave, Woodmere, N.Y. 11598.

14. Dispute Resolution. In the event of a billing dispute or disagreement involving Plymouth’s service, Customer should contact Plymouth’s Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve non-residential disputes associated with the services provided under this Sales Agreement.

15. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of ~~Ne Hampshire~~This Agreement shall be construed under and shall be governed by the laws of the State of ~~Ne Hampshire~~without regard to the application of its conflicts of law principles.

16. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Plymouth’s net income, shall be paid by Customer, and Customer agrees to indemnify Plymouth and hold Plymouth harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by Plymouth in order to permit Plymouth to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to Plymouth in a timely manner, Plymouth shall apply a tax rate selected at Plymouth’s sole discretion to Customer and, upon Plymouth’s receipt of all necessary documentation and information, Plymouth will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the correct tax rate for any billing period for which tax is owed but has not been

collected and forwarded to the appropriate tax authority. Plymouth shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and forwarded to the tax authority. In such circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold Plymouth harmless from liability for any excess taxes not recovered by Customer. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

17. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Plymouth is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion Plymouth shall have the right to cancel this Agreement on 15 days’ notice to Customer.

18. Change in Law. In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in Plymouth Rock Energy incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer’s responsibility and will be passed through to Customer.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and Plymouth have caused this Agreement to be executed as of the date first set forth above.

For Plymouth Rock Energy, LLC (an ENGIE company)

Signature: _____

Print Name: _____

Title: _____ Date: _____

For [SAMPLE ACCOUNT]

Signature: _____

Print Name: _____

Title: _____ Date: _____

Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
			,		
			,		

Schedule B – Base Load Usage

Account Number	LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual
Total Volumes		-	-	-	-	-	-	-	-	-	-	-	-	-



Attachment C

Original financial security instrument as specified in Puc 3003.03.



Attachment D

Documentation sufficient to demonstrate that the applicant is an approved shipper on the upstream pipelines and underground storage facilities.

**FORM OF SERVICE AGREEMENT
FOR THE LINK® SYSTEM**

This LINK® System Agreement, executed this 12 day of May, 2020, by and between ENGIE POWER & GAS LLC (Service Requester Proprietary Number 0000030951) (hereafter referred to as "LINK® System Subscriber"), and MARITIMES & NORTHEAST PIPELINE, L.L.C. (hereafter referred to as "Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, LINK® System Subscriber and Pipeline do hereby agree as follows:

**ARTICLE I
SCOPE OF AGREEMENT**

- a. Pipeline shall make available for use by LINK® System Subscriber Pipeline's computerized electronic communication system, the LINK® Customer Interface System ("LINK® System"), to perform such functions as may be available on the LINK® System from time to time.
- b. Use of the LINK® System is subject to the General Terms and Conditions, as well as the provisions of any Rate Schedule and Service Agreement, as set forth in Pipeline's currently effective FERC Gas Tariff, as effective from time to time, and which are hereby incorporated by reference.
- c. LINK® System Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this LINK® System Agreement; and (b) any provision of Pipeline's FERC Gas Tariff related to this LINK® System Agreement. Pipeline agrees that LINK® System Subscriber may protest or contest the aforementioned filings, and LINK® System Subscriber does not waive any rights it may have with respect to such filings.

**ARTICLE II
TERM**

The term of this LINK® System Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Pipeline or LINK® System Subscriber, with thirty days prior written notice of such termination.

**ARTICLE III
ADDRESSES**

Except as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment pursuant to this LINK® System Agreement shall be in writing and shall be considered as duly delivered when received on-line via the LINK® System, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

- (a) Pipeline: Spectra Energy Transmission
Attn: LINK® Services, Room WO 3I-32
5400 Westheimer Court
P.O. Box 1642
Houston, TX 77251-1642
- (b) LINK® System Subscriber:

[The address LINK® System Subscriber shall designate by submitting

the on-line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of the relevant Pipeline's tariff.]

ARTICLE IV INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflicts of law.

This LINK® System Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE V AGREEMENTS BEING SUPERSEDED

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreement(s) between the parties hereto with an earlier execution date.

IN WITNESS WHEREOF, the parties hereto have caused this LINK® System Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE, L.L.C.
by: M&N Management Company, LLC
its Managing Member

By:

Title:

Signature

LINK® System Subscriber

By: JOSEPH MURPHY

Title: GAS SUPPLY MANAGER

JOSEPH MURPHY
Signature



Portland Natural Gas Transmission System

PORTLAND NATURAL GAS TRANSMISSION SYSTEM
PAGE 1 OF 2

INVOICE DATE:
ACCOUNTING PERIOD: AUGUST 2020
NET DUE DATE:
SERVICE REQUESTER: 827406641
SRV REQ PROP: 4221951
INVOICE IDENTIFIER: 200800020
AR INVOICE ID: TR-082000020-3037

BILLABLE PARTY NAME: ENGIE POWER & GAS LLC
DUNS NO: 827406641
PROPRIETARY CODE: 4221951
ADDRESS:
ENGIE Power & Gas LLC
. Plymouth Rock Energy Accts. Payable
1074 Broadway
Woodmere NY 11598

PREVIOUS BALANCE	2,743.50
TOTAL PAYMENTS RECEIVED	0.00
INTEREST	0.00
ADJUSTMENTS	0.00
BALANCE ON 9/01/2020	2,743.50

AUGUST 2020 CURRENT MONTH TOTALS

SERVICE REQUESTOR CONTRACT NUMBER	AMOUNT DUE
232460	2,743.50

REMIT BY MAIL TO:

Portland Natural Gas Transmission System
Attn: Accounts Receivable
700 Louisiana St., Suite 700
Houston, TX 77002-2700

REMIT BY ELECTRONIC TRANSFER TO:

PAYEE NAME: Portland Natural Gas Transmission System
DUNS NO: 159747872

BANK ABA NUMBER: 021000089
BANK ACCOUNT NUMBER: 30604817
BANK NAME: Citibank, NA
CITY/STATE: New York, NY

TOTAL DUE CURRENT MONTH	2,743.50
INVOICE TOTAL AMOUNT	5,487.00

For Invoicing questions, please contact your Customer Services Team at 1-866-581-6487.



Portland Natural Gas Transmission System

PORTLAND NATURAL GAS TRANSMISSION SYSTEM
PAGE 2 OF 2

INVOICE DATE:
ACCOUNTING PERIOD: AUGUST 2020
NET DUE DATE:
SERVICE REQUESTER: 827406641
SRV REQ PROP: 4221951
INVOICE IDENTIFIER: 200800020
AR INVOICE ID: TR-082000020-3037

***** AUGUST 2020 CURRENT MONTH VOLUME(S) *****

SERVICE REQUESTER CONTRACT NUMBER: 232460

RATE SCHEDULE: FT

LINE NO	CHARGE DESCRIPTION	RECEIPT LOCATION	DELIVERY LOCATION	QUANTITY	UNIT PRICE	AMOUNT DUE
0001	Reservation			118	23.2500	2,743.50
CONTRACT 232460 TOTAL						2,743.50

Preliminary - Do Not Pay

7.3 FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)

THIS AGREEMENT is made and entered into as of the 11th day of June, 2020, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire Corporation, hereinafter referred to as "Granite State" or "Transporter" and ENGIE Power & Gas, LLC, hereinafter referred to as "Shipper." Granite State and Shipper shall collectively be referred to herein as the "Parties." The service provided hereunder shall be on behalf of the Company or Companies listed on Exhibit _____ hereto.

W I T N E S S E T H:

[WHEREAS clause(s) or recitals may be included to describe the historical or factual context of the Agreement, to reference other agreements between Transporter and Shipper related to the Agreement, or for similar reasons.]

That in consideration of the premises and mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
QUANTITY

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be 100 dekatherms. Any limitations of the quantities to be received at each Receipt Point and/or delivered to each Delivery Point shall be as specified on Exhibit(s) _____ attached hereto.

1.2 EQUIVALENT QUANTITY - shall mean that the quantities of gas delivered hereunder at the Delivery Point(s) shall be the thermal equivalent to the quantities at the Point(s) of Receipt for transportation less, where applicable, quantities of gas for Granite State's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Transportation Service - Subject to Section 2.2 below, Granite State agrees to accept and receive daily, on an interruptible basis, as determined in Granite State's sole opinion, at the Receipt Point(s), from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity of gas.

Granite State agrees to transport and deliver to or for the account of Shipper at the Delivery Point(s) and Shipper agrees to accept or cause acceptance of delivery of the Equivalent Quantity received by Transporter or for Transporter account, on any day, less the Fuel Reimbursement Quantities; provided, however, Transporter shall not be obligated to deliver or arrange to be delivered at any Delivery Point on any day an Equivalent Quantity of natural gas in excess of the applicable Maximum Daily Delivery Obligation.

2.2 Any obligation on Granite State's part to receive, transport and deliver gas to the Point(s) of Delivery for Shipper's account on a daily basis is subject to Shipper, upon Granite State's request, delivering quantities of gas to Granite State for Shipper's account at the applicable Receipt Point(s).

ARTICLE III POINTS OF RECEIPT AND DELIVERY

3.1 The Receipt Point(s) and Delivery Point(s) shall be those points specified on Exhibit(s) _____ attached hereto. All Receipt Points on Transporter's system will be included on a Master Receipt Point List and shall be available as Receipt Points hereunder. The Master Receipt Point List will be revised by Transporter from time to time and Shipper agrees to accept such changes.

3.2 Shipper may supplement Receipt Point(s) and/or Delivery Point(s) provided by this Contract by submitting to Transporter a Transportation Service Request Form. Such request form, after having been fully processed and accepted by Transporter shall be deemed to have the full force and effect of a written contract and shall qualify as a supplementary written consent pursuant to Paragraph 15.3 of this Contract. Priority of transportation service to such additional Receipt and/or Delivery Point(s) shall be determined pursuant to Section 22 of the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE IV FACILITIES

All Facilities are in place to render the service provided for in this Agreement. [If facilities are to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.]

ARTICLE V RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver or cause to be delivered to Granite State the gas to be transported hereunder at pressures sufficient to deliver such gas into Granite State's system at the Receipt Point(s), and where applicable at the Upstream Pipeline's Receipt Point(s). Granite State shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Granite State's system at the Delivery Point(s), or, where applicable, at the pressures existing in the Upstream Pipeline's system at the Delivery Point(s).

ARTICLE VI QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Granite State's Federal Energy Regulatory Commission (FERC) Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder,

measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Granite State, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit(s) _____ attached hereto.

ARTICLE VII
RATES AND CHARGES FOR GAS TRANSPORTATION SERVICE

7.1 TRANSPORTATION RATES - Commencing with the date of initial receipt of gas by Granite State from Shipper, the compensation to be paid by Shipper to Granite State for the transportation service provided herein shall be in accordance with Section 5 of Granite State's Rate Schedule IT-1.

7.2 SYSTEM FUEL AND LOSSES - Shipper agrees to provide Granite State the fuel uses and losses, Fuel Reimbursement, associated with the transportation service provided herein in accordance with Section 6 of Granite State's Rate Schedule IT-1.

7.3 NEW FACILITIES CHARGE -

7.4 INCIDENTAL CHARGES - Shipper agrees to reimburse Granite State for any filing or similar fees, which have not been previously paid by Shipper, which Granite State incurs in rendering service hereunder.

7.5 CHANGES IN RATES AND CHARGES - Granite State shall have the unilateral right to file and make effective changes in the rates and charges stated in this Article, the rates and charges applicable to service pursuant to Granite State's Rate Schedule IT-1, the rate schedule pursuant to which this service is rendered and/or any provisions of the General Terms and Conditions of Granite State's FERC Gas Tariff applicable to this service. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Contract.

ARTICLE VIII
BILLINGS AND PAYMENTS

Granite State shall bill and Shipper shall pay all rates and charges in accordance with Section 5 and 6, respectively, of the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE IX
GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Granite State's Rate Schedule IT-1 and to the General Terms and Conditions incorporate therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE X

REGULATION

This contract shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulator approvals or authorization upon terms acceptable to Granite State. This contract shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations.

ARTICLE XI
RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE XII
TERM

12.1 This Contract shall become effective on the date of execution and shall remain in full force and effect for a term of one (1) year, and shall remain in force from month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party.

12.2 Any portion of this Contract necessary to correct or cashout imbalances under this Contract as required by the General Terms and Conditions of Granite State's FERC Gas Tariff, shall survive the other parts of this Contract until such time as such balancing has been accomplished.

12.3 This Contract will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the terms and conditions of Section 6 of the General Terms and Conditions of Granite State's FERC Tariff.

ARTICLE XIII
NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Contract, any notice under this Contract shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Granite:

Granite State Gas Transmission, Inc.
6 Liberty Lane West
Hampton, New Hampshire 03842

Attention: Transportation Services

Shipper: ENGIE Power & Gas, LLC
920 Railroad Avenue
Woodmere, NY 11598

Attention: Joseph Murphy

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV
ASSIGNMENTS

14.1 Either Party may assign or pledge this Contract and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, no Party shall assign this Contract or any of its rights hereunder unless it shall first have obtained the written consent of the other, which consent shall not be unreasonably withheld.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Contract.

ARTICLE XV
MISCELLANEOUS

15.1 This Contract shall be interpreted under the laws of the State of New Hampshire.

15.2 If any provision of this Contract is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either party's option; and if the severability option is exercised, the remaining provisions of the Contract shall remain full force and effect.

15.3 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.

15.4 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part hereof for all purposes.

15.5 No presumption shall operate in favor of, or against either party as a result of any responsibility either party may have had for drafting this Contract.

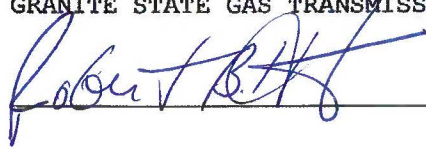
15.6 The subject headings of the provisions of the Contract are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

Article XVI
Prior Contract(s)

This contract shall supersede and cancel, as of the effective date, the following agreements between Shipper and Transporter: N/A

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed [in several counterparts] as of the date first herein above written.

GRANITE STATE GAS TRANSMISSION, INC.



Accepted and Agreed to this 11th Day of June, 2020.

ENGIE Power & Gas, LLC



Joseph Murphy

20-001-IT-1

**Gas Transportation Contract
(For Use Under Rate Schedule IT-1)**

Exhibit "A"

To Gas Transportation Contract No. 20-001-IT-1

Dated 6/11/2020

Between

Granite State Gas Transmission, Inc.

And

ENGIE Power & Gas, LLC

On Behalf of Parties

20-001-IT-1

**Gas Transportation Contract
(For Use Under Rate Schedule IT-1)**

Exhibit "B"

To Gas Transportation Contract No. 20-001-IT-1

Dated 6/11/2020

Between

Granite State Gas Transmission, Inc.

And

ENGIE Power & Gas, LLC

Receipt and Delivery Points

Receipt Points:

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>Town</u>	<u>State</u> NH	<u>Meter MDRO (Dth)</u>
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Delivery Points:

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>Town</u>	<u>State</u> NH	<u>Meter MDRO (Dth)</u>
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NOTE: The sum of Transporter's Receipts/Deliveries to/from Shipper cannot exceed the limitations reflected above on a primary basis.

20-001-IT-1

Gas Transportation Contract
(For Use Under Rate Schedule IT-1)

Exhibit "C"

To Gas Transportation Contract No. 20-001-IT-1

Dated 6/11/2020

Between

Granite State Gas Transmission, Inc.

And

ENGIE Power & Gas, LLC

Receipt and Delivery Points (continued)

Receipt Points:

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>Town</u>	<u>State</u> ME	<u>Meter MDRO (dth)</u>
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Delivery Points:

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>Town</u>	<u>State</u> ME	<u>Meter MDDO (dth)</u>
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NOTE: The sum of Transporter's Receipts/Deliveries to/from Shipper cannot exceed the limitations reflected above on a primary basis.

KNOW ALL MEN BY THESE PRESENTS THAT WE, ENGIE Power & Gas, LLC as Principal, and Argonaut Insurance Company, a corporation duly organized and doing business under and by the virtue of the laws of the State of Illinois, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the said State, as Surety, are held and firmly bound unto New Hampshire Public Utilities Commission (Hereinafter called the Obligee) in the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for the payment whereof well and truly to be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden PRINCIPAL has made application for a license to the Obligee to offer, render, furnish or supply natural gas services to the public.

NOW THEREFORE, the Principal must act in accordance with Section PUC 3000 of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of PUC 3002.06 Reporting and Financial Requirements of Competitive Natural Gas Suppliers, and the laws, rules and regulations of the New Hampshire Public Utilities Commission applicable to a competitive natural gas supplier under PUC 3000. In addition, per Section PUC 3003.03(c), the New Hampshire Public Utilities Commission may draw upon this financial security instrument if and when the Company has failed to make required payment(s) and/or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission.

NOW THEREFORE, if the Principal shall during the period commencing on the effective date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to a Competitive Natural Gas Supplier licensed in the State of New Hampshire and deliver natural gas at retail in accordance with contracts, agreements and arrangements, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. This bond shall remain in effect for an initial term of twelve (12) months and thereafter shall continue indefinitely unless either the Principal's registration with the Obligee is terminated or expires or the Obligee receives notice of cancellation from the Principal or Surety. Bond cancellation by the Principal or Surety requires written notice provided to the Obligee not less than sixty (60) days prior to the effective date of cancellation. Neither non-renewal due to cancellation by the Surety, nor failure, nor inability of the Principal to file a replacement bond, shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to termination date of this bond.
3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted and no suit shall be maintained against the Surety unless it be brought within six (6) months from the termination or expiration date of this bond.
4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

5. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

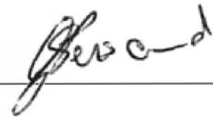
6. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, the Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

Argonaut Insurance Company
PO Box 469011, San Antonio, TX 78246

Failure to return this bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

SIGNED AND SEALED THIS 8th day of February, 2021.

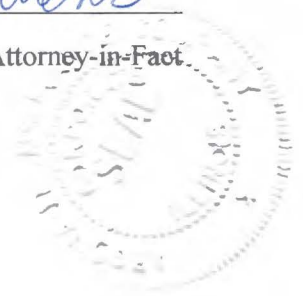
ENGIE Power & Gas, LLC

By 

Argonaut Insurance Company

By 

Sara Owens, Attorney-in-Fact.



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Joanne C. Wagner, Kimberly G. Sherrod, Marisa Thielen, Vicki Johnston, Cathy H. Ho, George Gionis, Lori S. Shelton, Kaitlyn Malkowski, Jaquanda Martin

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 8th day of February, 2021.



James Bluzard

James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

FINANCIAL STATEMENT
ARGONAUT INSURANCE COMPANY
STATUTORY BASIS as of 12/31/2019

ASSETS	
CASH & INVESTED ASSETS	\$359,150,536.00
BONDS	\$849,892,572.00
STOCKS	\$603,960,156.00
INVESTMENT INCOME DUE AND ACCRUED	\$5,883,954.00
PREMIUM BALANCES	\$103,360,646.00
NET DEFERRED TAX ASSET	\$38,388,316.00
REINSURANCE RECOVERABLE	\$45,162,848.00
OTHER ASSETS	\$44,646,911.00
TOTAL ASSETS	\$2,050,445,939.00

LIABILITIES AND SURPLUS	
UNEARNED PREMIUMS	\$279,951,003.00
LOSSES	\$473,693,148.00
LOSS ADJUSTMENT EXPENSES	\$142,367,334.00
COMMISSIONS	\$7,843,020.00
TAXES, LICENSES, AND FEES	\$13,376,834.00
OTHER EXPENSES	\$11,142,114.00
FUNDS HELD UNDER REINSURANCE TREATIES	\$105,228,622.00
CURRENT FEDERAL AND FOREIGN INCOME TAXES	\$862,931.00
REMITTANCES AND ITEMS NOT ALLOCATED	\$1,531,871.00
AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	\$7,109,004.00
PAYABLES TO PARENT, SUBSIDIARIES, & AFFILIATES	\$2,042,440.00
PAYABLE FOR SECURITIES	\$1,366,866.00
PROVISION FOR REINSURANCE	\$10,161,981.00
CEDED REINSURANCE PREMIUMS PAYABLE	\$41,418,748.00
OTHER ACCRUED EXPENSES AND LIABILITIES	\$2,201,204.00
TOTAL LIABILITIES	\$1,094,231,003.00

COMMON CAPITAL STOCK	\$4,500,000.00
GROSS PAID IN AND CONTRIBUTED SURPLUS	\$525,520,936.00
UNASSIGNED SURPLUS	\$426,193,041.00
TOTAL SURPLUS TO POLICYHOLDERS	\$956,213,977.00

TOTAL LIABILITIES & SURPLUS **\$2,050,445,939.00**

Lauren T. Welch, being duly sworn, says that she is VP US Financial Controller of Argonaut Insurance Company and that to the best of her knowledge and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2019.

Subscribed and sworn to before me this 1st day of May, 2020

Debbie Baumann
Notary Public

Lauren T. Welch
Lauren T. Welch, VP US Financial Controller

