

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 3003.03 Financial Security 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 21<sup>st</sup> day of April, 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, 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, deposed 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 21st day of April, 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		LIABILITIES AND SURPLUS	
CASH & INVESTED ASSETS	\$359,150,536.00	UNEARNED PREMIUMS	\$279,951,003.00
BONDS	\$849,892,572.00	LOSSES	\$473,653,148.00
STOCKS	\$603,960,156.00	LOSS ADJUSTMENT EXPENSES	\$142,367,334.00
INVESTMENT INCOME DUE AND ACCRUED	\$5,883,954.00	COMMISSIONS	-\$7,843,020.00
PREMIUM BALANCES	\$103,360,646.00	TAXES, LICENSES, AND FEES	\$13,376,634.00
NET DEFERRED TAX ASSET	\$38,388,316.00	OTHER EXPENSES	\$11,142,114.00
REINSURANCE RECOVERABLE	\$45,162,848.00	FUNDS HELD UNDER REINSURANCE TREATIES	\$105,228,622.00
OTHER ASSETS	\$44,646,911.00	CURRENT FEDERAL AND FOREIGN INCOME TAXES	\$862,931.00
<b>TOTAL ASSETS</b>	<b>\$2,050,445,939.00</b>	REMITTANCES AND ITEMS NOT ALLOCATED	\$1,531,874.00
		AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	\$7,409,994.00
		PAYABLES TO PARENT, SUBSIDIARIES, & AFFILIATES	\$2,042,440.00
		PAYABLE FOR SECURITIES	\$4,366,865.00
		PROVISION FOR REINSURANCE	\$16,461,981.00
		CEDED REINSURANCE PREMIUMS PAYABLE	\$41,418,748.00
		OTHER ACCRUED EXPENSES AND LIABILITIES	\$2,261,294.00
		<b>TOTAL LIABILITIES</b>	<b>\$1,094,231,962.00</b>
		COMMON CAPITAL STOCK	\$4,500,000.00
		GROSS PAID IN AND CONTRIBUTED SURPLUS	\$525,520,936.00
		UNASSIGNED SURPLUS	\$426,193,041.00
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$956,213,977.00</b>
		<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$2,050,445,939.00</b>

Lauren T. Welch, being duly sworn, says 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 1<sup>st</sup> day of May 2020

  
Notary Public

  
Lauren T. Welch, VP US Financial Controller

