

DATE: FEBRUARY 1, 2019

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3139361

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APPLICANT

BP ENERGY COMPANY  
201 HELIOS WAY  
SUITE NO. 4.237E  
HOUSTON, TX 77079  
ON BEHALF OF:  
AGERA ENERGY LLC  
555 PLEASANTVILLE ROAD, SUITE S-107  
BRIARCLIFF MANOR, NY 10510

BENEFICIARY

NEW HAMPSHIRE PUBLIC UTILITIES  
COMMISSION  
21 S FRUIT ST #10  
CONCORD, NH 03301  
ATTN: EXECUTIVE DIRECTOR

ISSUING BANK

BANK OF AMERICA, N.A.  
333 S. HOPE STREET  
14TH FLOOR, CA9-193-14-53  
LOS ANGELES, CA 90071-1406

AMOUNT

NOT EXCEEDING USD 350,000.00  
NOT EXCEEDING THREE HUNDRED FIFTY THOUSAND AND 00/100'S US DOLLARS

EXPIRATION

FEBRUARY 4, 2020 AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR, BY ORDER AND FOR THE ACCOUNT OF THE APPLICANT, FOR A SUM NOT EXCEEDING THE TOTAL AMOUNT, STATED ABOVE, AVAILABLE WITH ISSUING BANK, BY PRESENTATION OF THE FOLLOWING:

1. THIS ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS HERETO,
2. SIGHT DRAFT, DRAWN ON ISSUING BANK AND REFERENCING THIS LETTER OF CREDIT NUMBER 3139361.

3. BENEFICIARY'S DATED AND SIGNED STATEMENT STATING:

"NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION IS DRAWING UPON THIS IRREVOCABLE STANDBY LETTER OF CREDIT AS AGERA ENERGY LLC 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 ON . . . . ., 20\_\_."

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3139361

PARTIAL DRAWING AND MULTIPLE PRESENTATIONS ARE PERMITTED.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE WE SHALL SEND TO YOU BY OVERNIGHT COURIER SERVICE, OUR WRITTEN NOTICE THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. SAID NOTIFICATION WILL BE SENT TO THE BENEFICIARY'S ADDRESS INDICATED ABOVE, UNLESS CHANGE OF ADDRESS IS OTHERWISE NOTIFIED BY YOU TO US IN WRITING BY RECEIPTED MAIL OR COURIER, QUOTING OUR LETTER OF CREDIT NUMBER. SAID CHANGE OF ADDRESS NOTIFICATION MUST BE RECEIVED BY ISSUING BANK, AT OUR ABOVE ADDRESS AND AMENDED HEREUNDER.

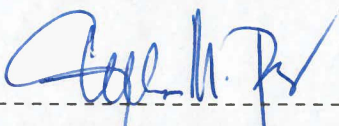
THIS LETTER OF CREDIT CANNOT BE DISCHARGED OR TERMINATED PRIOR TO ITS EXPIRATION DATE EXCEPT BY BENEFICIARY'S CONSENT. IN THE EVENT YOU WISH TO CANCEL THIS LETTER OF CREDIT THIS ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS HERETO MUST BE SUBMITTED TO ISSUING BANK, ACCOMPANIED BY YOUR LETTER NOTIFYING US OF YOUR AUTHORIZATION TO CANCEL.

ALL DOCUMENTS ARE TO BE FORWARDED IN ONE LOT AT THE BENEFICIARY'S EXPENSE BY OVERNIGHT COURIER TO BANK OF AMERICA, N.A., 333 S. HOPE STREET, 14TH FLOOR, CA9-193-14-53, LOS ANGELES, CA 90071-1406, ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT.

WE ENGAGE WITH YOU THAT THE DRAFT(S) AND DOCUMENTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON DELIVERY OF DOCUMENTS AT OUR OFFICE AS INDICATED HEREIN OR ANY OTHER SUCH LOCATION AS WE MAY ADVISE YOU IN WRITING FROM TIME TO TIME.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES - ISP98, ICC PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519.



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AUTHORIZED SIGNATURE

**STELLA ROSALES**

THIS DOCUMENT CONSISTS OF 2 PAGE(S).