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GDF SUEZ

November 9, 2011

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VIA FEDERAL EXPRESS
PUBLIC UTILITIES COMMISSION OF OHIO
Attn: Docketing Division, 13th Floor
180 East Broad Street
Columbus, Ohio 43215

PUCO

RE: **GDF SUEZ RETAIL ENERGY SOLUTIONS LLC, D/B/A "THINK ENERGY"**

PUCO CASE NO. 11-5466-EL-CRS

RETAIL ELECTRIC POWER MARKETERS APPLICATION – CRES APPLICATION (COMPETITIVE RETAIL ELECTRIC SUPPLIER)

On October 7, 2011, Applicant, GDF Suez Retail Energy Solutions, LLC d/b/a/ "Think Energy", filed its Application to become a licensed CRES (Competitive Retail Electric Supplier) to Supply Electricity to the Public in the State of Ohio, pursuant to Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

In response to a request by Mr. Mahmud Shadid, PUCO Commission Staff, Utilities Department, Applicant submits this **supplemental filing to its application to submit the requested financial documentation for Exhibit C-4 of the Application (Financial Arrangements)**. Enclosed is one (1) original and one (1) copy.

In accordance with the regulations Ohio Administrative Code, GSRES will notify the Commission immediately of any material change in the information provided in this license application. Please note that as a result of this supplemental filing of the corrected Parent Guaranty form, the Parent Guaranty filed with Applicant's application as Exhibit C-6 is hereby void and should be removed from the application.

Thank you in advance for your assistance.

Regards,



Naveen Rabie
Counsel

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Technician M Date Processed **NOV 14 2011**

GDF Suez Retail Energy Solutions, LLC
1990 Post Oak Blvd, Suite 1900
Houston, Texas 77056



**GDF Suez Retail Energy Solutions, LLC - Certification Application for Retail Power Marketer
in the State of Ohio by the Public Utilities Commission of Ohio**

C-4 Exhibit

C-4 “Financial Arrangements,” provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).

GUARANTY

This is a guaranty (the "Guaranty"), dated as of the 7th day of November, 2011 given by GDF SUEZ Energy North America, Inc., a Delaware corporation (the "Guarantor"), for the benefit of all customers of GDF Suez Retail Energy Solutions LLC d/b/a Think Energy and all local distribution companies whose territories Think Energy serves (the "Beneficiary").

1. Guaranty

In consideration of the obligations of Guarantor's subsidiary, GDF Suez Retail Energy Solutions LLC d/b/a Think Energy ("the Company"), Guarantor hereby irrevocably and unconditionally guarantees all present and future debts, obligations and liabilities of all kinds relating to the Company's business as a CRES (Certified Retail Electric Supplier) pursuant to a license issued by the Public Utilities Commission of Ohio to serve the State of Ohio (subject to Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code) guaranteeing specifically, but not limited to, having proper title to electric energy supply, liabilities relating to any failure of Company to have proper title to electric supply or any resulting default therefrom, and engaging in business with the local distribution utilities in the State of Ohio. Notwithstanding anything contained herein to the contrary, the maximum aggregate amount covered by this Guaranty in favor of the Beneficiary, whether in principal, interests, costs, expenses, attorneys' fees or other sums due, shall not exceed two million dollars (\$2,000,000.00 USD). To the extent that the Company shall fail to pay any obligations, Guarantor shall promptly pay to the Beneficiary the amount due, or cause such payment to be made, subject to any applicable grace period and upon demand in writing from the Beneficiary to the Guarantor. Any demand for payment shall reasonably and briefly specify in what manner and what amount the Company has failed to pay and an explanation of why such payment is due, with a specific statement that the Beneficiary is calling upon Guarantor to pay under this Guaranty.

2. Nature of Guaranty

This Guaranty shall only be in respect of the obligations set forth above and shall not pertain to any other obligations whatsoever of the Company to the Beneficiary. This Guaranty constitutes a guaranty of payment when due and not of collection. The Guarantor agrees that the Beneficiary may resort to the Guarantor for payment of any of the obligations, whether or not the Beneficiary shall have resorted to any collateral security, or shall have proceeded against the Company with respect to any of the obligations. If any payment of the Company in respect of the obligations is rescinded or must otherwise be returned for any reason whatsoever, the Guarantor shall remain liable hereunder in respect to such obligations as if such payment had not been made. No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Beneficiary of any right, remedy or power hereunder preclude any other future exercise of any right, remedy or power.

3. Limitations

The liability of Guarantor under this Guaranty shall be and is specifically limited to payments expressly required to be made by the Company under the License or by the Guarantor under this Guaranty. EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED IN THIS GUARANTY, IN NO EVENT SHALL GUARANTOR BE SUBJECT TO ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, PUNITIVE, OR ANY OTHER DAMAGES, COSTS OR EXPENSES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHER THEORY OF LAW.

4. Termination

Guarantor may terminate this Guaranty at any time and in its sole discretion by providing written notice of such termination to the Beneficiary. No such termination by Guarantor shall be effective until five (5) business days after actual receipt by the Beneficiary of such termination notice, or such later date as may be specified in such notice.

5. Governing Law and Jurisdiction

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. Guarantor and Beneficiary, by their execution hereof, submit to the exclusive jurisdiction of the courts of the State of Texas sitting in Houston, Texas.

6. Entire Agreement

This Guaranty constitutes the entire agreement, and supersedes all prior written agreements and understandings, and oral agreements, between Guarantor and Beneficiary with respect to the subject matter hereof.

Guarantor: GDF SUEZ ENERGY NORTH AMERICA, INC.

By : 

Name: Robert Wilson

Title: Chief Executive Officer of GDF Suez
Energy Resources NA, Inc.

Date: Nov 9, 2011

