Orr&Reno

Susan S. Geiger sgeiger@orr-reno.com Direct Dial 603.223.9154 Direct Fax 603.223.9054 Admitted in NH and MA

March 4, 2021

Via Electronic Mail

Ms. Deborah A. Howland, Executive Director New Hampshire Public Utilities Commission 21 S. Fruit Street, Suite 10 Concord, NH 03301 Executive.Director@puc.nh.gov

Re: Clearview Electric, Inc. d/b/a Clearview Energy - CEPS Registration Renewal

Dear Ms. Howland:

On behalf of Clearview Electric, Inc. d/b/a Clearview Energy ("Clearview"), attached please find the following documents being filed with the Commission for the purpose of renewing Clearview's registration as a Competitive Energy Power Supplier ("CEPS"):

- -Competitive Electric Power Supplier Application Form
- -Attachment A NH Secretary of State's Certificate stating Clearview is authorized to do business in New Hampshire. *See* Puc 2006.01(h).
- -Attachment B Printout of NH Secretary of State's website indicating Clearview's status as "Good Standing", its trade name status as "Active", and that Clearview Electric, Inc. owns the trade name Clearview Energy. *See* Puc 2006.01(i).
- -Attachment C Evidence of Clearview's ISO-NE market participant membership. *See* Puc 2006.01(j).
- -Attachment D Electronic Data Interchange certificates from each electric distribution utility in whose franchise areas Clearview intends to operate. *See* Puc 2006.01(k).

- -Attachment E Information required by Puc 2006.01(p)(3) (settlements) and Puc. 2006.01 p(4)(pending investigations or complaints).
- -Attachment F Information required by Puc 2006.01(t)(2), (4) and (5).
- -Attachment G Copy of customer contract. See Puc 2006.01(w).
- -Attachment H Information required by Puc 2006.01(o) (customer complaints).
- -Attachment I Financial Security Instrument. See Puc 2003.02(a)(2) and 2003.03.

By secretarial letter dated March 30, 2018 in Docket DM 18-004, Clearview's application to renew its CEPS authorization to operate in the franchise areas of Eversource, Liberty, and Until was approved for a term beginning on March 21, 2018 and ending at the close of business on March 21, 2021. Although the attached renewal application is filed prior to the expiration of Clearview's current CEPS registration period, the filing deadline prescribed by Puc 2003.02(b) has passed. Therefore, Clearview respectfully requests that, pursuant to Puc 201.05(a), the Commission waive the requirement that the renewal application be filed 60 days prior to the expiration of the approved registration period. Such a waiver will not disrupt the orderly and efficient resolution of matters before the Commission, and will serve the public interest in that it will allow for the requested registration to be timely processed so that Clearview can continue to serve its existing customers without a lapse in its CEPs registration.

In Docket No. DE 17-002, Order No. 25, 994 (Feb. 28, 2017), the Commission approved a Stipulation and Settlement Agreement ("Settlement Agreement") in which Clearview agreed to suspend all marketing and sales activities in New Hampshire for a period of at least two years, while continuing to serve its existing retail electricity customers in New Hampshire without modification or extension of their existing contracts or enrollments. Paragraph 8 of the Settlement Agreement prohibits Clearview from seeking Commission permission to resume any marketing and sales activities in New Hampshire prior to February 1, 2019. Although Clearview submitted a proposal to resume marketing and sales activities to Commission Staff on February 19, 2019 and March 12, 2019, Clearview has not received a response to its proposal. Thus, as of this date, Clearview is not authorized to engage in marketing and sales activities in New Hampshire, and therefore the information contained in Attachment G submitted herewith does not contain a plan for in-person solicitation of residential customers at their residences (as required by Puc 2006.01(t)(1)), or an identification of third party vendors that Clearview intends to use to conduct in-person solicitations of residential customers at their residences (as required by Puc 2006.01(t)(3)).

Because Clearview wishes to resume marketing and sales activities in New Hampshire in the near future, it will be submitting to Commission Staff and the Office of Consumer Advocate a detailed written proposal for such activities, along with a description of Clearview's complaint history in other states and jurisdictions during and

since the end of 2020, and a summary of the status of regulatory proceedings that are currently pending or were concluded within the last 36 months, as required by Paragraph 8 of the Settlement Agreement. This proposal will include information regarding inperson solicitation of residential customers at their residences as required by Puc 2006.01(t)(1). If the Commission approves Clearview's marketing and sales proposal, Clearview will provide the Commission with the names of its vendors, as required by Puc 2006.01(t)(3), prior to engaging in any marketing or sales activities in New Hampshire.

Notwithstanding that Clearview expects to be submitting its marketing and sales proposal to Staff and the OCA soon, Clearview respectfully requests that the Commission move forward with reviewing Clearview's registration renewal application, and not wait for Staff's recommendation on Clearview's proposal to resume marketing and sales activities. Because Clearview is currently serving existing New Hampshire customers, it is important that Clearview's registration as a CEPS be renewed on or before March 21, 2021. Clearview will continue to abide by the terms of the Settlement Agreement, and will not engage in any marketing or sales activities unless and until the Commission authorizes Clearview to do so.

Lastly, pursuant to your letter dated March 17, 2020 indicating that the Commission has suspended its rules regarding the filing of paper copies, no such paper copies of the above-referenced documents are being filed at this time.

Please contact me if there are any questions about the information set forth above or regarding the documents submitted herewith. Thank you for your assistance.

Very truly yours,

As Digu

Susan S. Geiger

Attachments 3062444 1





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 Commission 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 applicati	ion is for an initial registration or for a renewal. Initial Rene	wal 🏻			
		Applicant's General Information				
Puc 2006.01(a)	Legal Name	Clearview Electric, Inc.				
	Trade Name (d/b/a) (if applicable)	Clearview Energy				
Puc 2006.01(b)	Business Mailing Address	901 Main Street, Ste 4700				
		Dallas, Texas 75202				
	Telephone Number	800-746-4702				
	E-Mail Address	Regulatory@clearviewenergy.com				
	Website Address	www.ClearviewEnergy.com				
Puc 2006.01(c)	Provide the state or jurisdiction	n of organization, if anything other than an individual.	TEXAS			
Puc 2006.01(d)	Provide the name(s), title(s), b individual, or of the applicant's	usiness address(es), telephone number(s), and e-mail address(es) of principal(s)1 if it is anything other than an individual. Use additional	the applicant if an sheets as needed.			
	Name	Francis X. McGovern				
	Title	President/CEO				
	Business Mailing Address	901 Main Street, Ste 4700				
		Dallas, Texas 75202				
	Telephone Number	214-746-6363				
	E-Mail Address	Execs@ClearviewEnergy.com				
	Name	Nicole Steele				
	Title	Vice President				
	Business Mailing Address	901 Main Street, Ste 4700				
	Dusiness Maining Address	Dallas, Texas 75202				
	Telephone Number	214-884-1729				
	Email Address	Regulatory@ClearviewEnergy.com				
	Name	Edward E. Selee				
	Title	Chief Financial Officer				
	Business Mailing Address	901 Main St., Ste 4700				
		Dallas, Texas 75202				
	Telephone Number	214-884-1776				
	E-Mail Address	Accounting@ClearviewEnergy.com				

^{1 &}quot;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.



CEPS Registration Puc 2006.01 Rev. 3/3/2021 Page **2** of **7**

	Affiliates and Subsidiaries					
Puc 2006.01(e)		de the following information regarding any affiliates2 and subsidiaries of the applicant that are conducting less 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 number relative to the filing of any such agreements with the Commission.					
	Name of Entity	N/A				
	Business Address					
	Telephone Number					
	Provide a description of the busin	ess purpose of the entity.				
	Provide a description of any agree the filing of any such agreements	ements with any affiliated New Hampshire utility, and the docket number relative to with the Commission.				

^{2 &}quot;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 that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;

⁽c) 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 (d) 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	Yolanda Boone				
	Title	Director, Customer Service/Operations				
	Toll-Free Telephone Number (if available)	800-746-4702				
	Telephone Number	214-884-1731				
	E-Mail Address	customerservice@clearviewenergy.				

	Customer Complaints Contact					
Puc 2006.01(g)(1)	Name	Yesenia Alvarez				
	Title	Sr. Customer Relations Specialist				
	Business Mailing Address	901 Main Street, Ste 4700 Dallas, Texas 75202				
	Telephone Number	214-884-1751				
	E-Mail Address	Regulatory@ClearviewEnergy.com				

	Regulatory Compliance Matters Contact					
Puc 2006.01(g)(2)	Name	Jeremy Reed				
	Title	Director of Regulatory Affairs				
	Business Mailing Address	901 Main Street, Ste 4700				
		Dallas, Texas 75202				
	Telephone Number	214-884-1725				
	E-Mail Address	Regulatory@ClearviewEnergy.com				

	Commission Assessment Payments Contact					
Puc 2006.01(g)(3)	Name	Edward Selee				
	Title	Chief Financial Officer				
	Business Mailing Address	901 Main Street, Ste 4700				
		Dallas, Texas 75202				
	Telephone Number	214-884-1776				
	E-Mail Address	Accounting@ClearviewEnergy.com				



Sep	parate 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 New Hampshire 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(I)	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.
	UNITIL ENERGY SYSTEMS (UES), EVERSOURCE (F/K/A PSNH); LIBERTY UTILITIES
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.
	CLEARVIEW SEEKS TO SERVE ALL FOUR CUSTOMERS TYPES: RESIDENTIAL, SMALL COMMERCIAL, LARGE COMMERCIAL, AND INDUSTRIAL.
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.
	CT, DE, IL, MA, MD, ME, NJ, NY, OH, PA, RI, TX, DC



Customer Complaints

Puc 2006.01(o) 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.

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.

			(enter	applicable	states/jui	risdictions	s in row ju	st below)			
	СТ	PA	RI	Í IL	MA	MD	ME	NJ [′]	NY	DC, DE, TX, & OH	
Complaint Type											Total
BILLING	52	19	3	20	8	6	3	7	17	12	147
CUSTOMER COMMENT	0	0	0	1	0	0	0	0	0	0	1
MISREPRESENTATION	1	0	6	13	1	2	7	1	2	0	33
OTHER	1	0	0	0	0	0	1	0	0	1	3
SERVICE CANCELLATION	1	0	2	9	0	1	1	0	1	0	15
UNABLE TO REACH CUSTOMER SERVICE	0	0	0	6	1	0	0	1	3	0	11
UNATHORIZED ENROLLMENT	6	10	16	61	4	11	5	2	4	5	124
UNPROFESSIONAL BEHAVIOR	0	1	0	4	0	0	0	0	0	0	5
UNSOLICITED CONTACT	1	1	0	4	1	0	0	0	0	3	10
											0
											0
Total	62	31	27	118	15	20	17	11	27	21	349



	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?	YES			
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?	YES			
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 occ related circumstances. Use additional sheets as needed.	urrence and the			
	SEE ATTACHMENT E				

	Telemarketing				
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	YES			
	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?	YES			
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	YES			
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?	YES			

	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."				
	If the response to the question above is "Yes," then provide the following items as separate attachm	ents:			
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to e regulatory compliance and quality assurance.	nsure legal and			
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-persor residential customers at their residences.	on solicitation of			
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, represent who or which will conduct in-person solicitation of residential customers at their residences.	atives, or vendors			
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or which will conduct in-person solicitation of residential customers at their residences.	vendors who or			



	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 is separate attachment.	ntends to use as a

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."	YES
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 Executive Director. 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 Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.		
	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.	TBD
	Sactificio il 11011 Flampolino.	Date

	Attestation and Signature		
Puc 2006.01(y) and (z)	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. Signature of the applicant or its authorized representative Name: Nicole Steele Title: Vice President, Regulatory Affairs	03/2021 Date	

Filing Instructions		
1) Mail an original and two paper copies of this form and all separate attachments to: Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301		
E-mail a PDF of this form and all separate attachments to: Executive.Director@puc.nh.gov		

Clearview Electric, Inc. ATTACHMENT A

Page 1 of 1

State of New Hampshire Pursuant to Puc. 2006.01(h) **Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLEARVIEW ELECTRIC INC. is a Texas Profit Corporation registered to transact business in New Hampshire on June 24, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is

Business ID: 632620

Certificate Number: 0005090763



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of January A.D. 2021.

William M. Gardner Secretary of State



Business Information

Business Details

Business Name: CLEARVIEW ELECTRIC INC. Business ID: 632620

Business Type: Foreign Profit Corporation **Business Status: Good Standing**

Name in State of CLEARVIEW ELECTRIC INC. Incorporation: Business Creation Date: 06/24/2010

Date of Formation in Jurisdiction: 06/24/2010

Principal Office Address: 901 Main St., Suite 4700, Dallas,

TX, 75202, USA

Citizenship / State of Foreign/Texas Incorporation:

Mailing Address: PO Box 130659, Dallas, TX, 75313,

USA

Last Annual Report Year: 2021

Next Report Year: 2022

Duration: Perpetual

Business Email: Regulatory@ClearviewEnergy.com Phone #: 214-884-1760

Fiscal Year End NONE Notification Email: Regulatory@ClearviewEnergy.com Date:

Principal Purpose

S.No **NAICS Code NAICS Subcode**

OTHER / Electric and natural gas supplier.

Page 1 of 1, records 1 to 1 of 1

2/17/2021 QuickStart

Clearview Electric, Inc. ATTACHMENT B Pursuant to Puc. 2006.01(i)

Principals Information Pursuant to

Name/Title	Page 2 of 3 Business Address
Francis X. McGovern / Chief Executive Officer	901 Main St., Suite 4700, Dallas, TX, 75202, USA
Nicole T Steele / Vice President	901 Main St., Suite 4700, Dallas, TX, 75202, USA
Edward E Selee / Chief Financial Officer	901 Main St., Suite 4700, Dallas, TX, 75202, USA
Francis X. McGovern / Chairman of the Board of Directors	901 Main St., Suite 4700, Dallas, TX, 75202, USA

Page 1 of 1, records 1 to 4 of 4

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Address:

Registered Mailing 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Address:

Trade Name Information

Business Name	Business ID	Business Status
Clearview Energy (/online/BusinessInquire/TradeNameInformation? businessID=520595)	698957	Expired
CLEARVIEW ENERGY (/online/BusinessInquire/TradeNameInformation? businessID=634531)	807491	Active

Trade Name Owned By

ridine Hite Address	Name	Title	Address
---------------------	------	-------	---------

Trademark Information

Trademark Number Trademark Name	Business Address	Mailing Address
	No records to view.	

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

2/17/2021 QuickStart

Clearview Electric, Inc.
ATTACHMENT B
Pursuant to Puc. 2006.01(i)

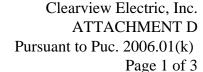
NH Department of State, 107 North Main St. Room 204, Concord, NH 033

(/online/Home/ContactUS)

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# Voting	NAME OF	<u>Companies</u>
Members	PARTICIPANT	Represented
	Calpine Energy Services, LP	
	Champion Energy Marketing, LLC	
	Calpine Energy Solutions, LLC	
	Convergent Energy and Power LP	
	North American Power and Gas, LLC	
	Castleton Commodities Merchant Trading LP	
	GSP Lost Nation LLC	
	GSP Merrimack LLC	
	GSP Newington LLC	
	GSP Schiller LLC	
	GSP White Lake LLC	
	Rensselaer Generating, LLC	
	Roseton Generating, LLC	
	Celtic Power Analytics LLC	
	Centre Lane Trading Ltd.	
	Choice Energy LLC	
	Citigroup Energy Inc.	
	CleanChoice Energy, Inc.	
	Clearview Electric Inc.	
	Competitive Energy Services, LLC	
	Connecticut Central Energy, LLC	
	Consolidated Edison Energy, Inc.	
	Consolidated Edison Development, Inc.	
	Consolidated Edison Solutions, Inc.	
	Consolidated Edison Co. of New York, Inc.	
	Cross-Sound Cable Company, LLC	
	CWP Energy Inc.	
	Darby Energy, LLC	
	DC Energy, LLC	
	VECO Power Trading, LLC	
	Devonshire Energy LLC	
	Direct Energy Business, LLC	
	Direct Energy Business Marketing, LLC	
	Discount Power, Inc.	
	DTE Energy Trading, Inc.	
	Dynasty Power Inc.	
	Dynegy Marketing and Trade, LLC	
	Ambit Northeast LLC	
	Connecticut Gas & Electric, Inc.	
	Energy Rewards, LLC	
	Everyday Energy, LLC	
	Massachusetts Gas and Electric, Inc.	
	Public Power, LLC	
	Viridian Energy, LLC	



Unitil Energy Systems, Inc.

Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to:

Clearview Electric, Inc.

Represented by:

Laura Sillas

Issued by:

Unitil Energy Systems

Represented by:

Joel Andruski, Associate Energy Analyst

Date:

May 20, 2013

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Clearview Electric, Inc. As of May 20, 2013, Unitil Energy Systems does hereby declare Clearview Electric, Inc 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

Clearview Electric, Inc. has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Clearview Electric, Inc. 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

May 20, 2013

Date

Joel Andruski

Associate Energy Analyst

Unitil Service Corp.

6 Liberty Lane West

Hampton, NH 03842-1720 EL supplierservices@unitil.com



Page 3 of 3





COMPLETION OF EDITESTING

This is to certify that on February 26th, 2016

Clearview Electric, Inc.

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





Clearview Electric, Inc. ATTACHMENT E Pursuant to Puc. 2006.01(p) Page 1 of 1

Puc. 2006.01(p)(3). Has applicant or any of its principals, within 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protections law or regulation?

Response:

- 1. Connecticut Public Utilities Authority (Docket No. 13-08-03)- July 31, 2013. PURA alleged a late filing of a state mandated financial report. Clearview settled this matter to reduce legal defense costs.
- 2. Pennsylvania Public Utility Commission (Docket No. C-2016-2543592)- May 5, 2016. The Bureau of Investigations and Enforcement (I&E) agreed to a settlement resulting from an investigation that alleged a billing issue that occurred between February and April of 2014.
- 3. Connecticut Public Utilities Regulatory Authority (Docket No. 16-41(07-08-17RE02) July 8, 2019. PURA issued a Notice of Violation and Assessment of Civil Penalty for issues related to the posting of Historic Variable Rates pursuant to Conn. Gen. Stat. §16-245(g). On January 15, 2020, Clearview and PURA entered into a settlement agreement to resolve the alleged violations without admission or concession by either party.

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?

Response:

- 1. Pennsylvania I&E Investigation (Case No. BP8 Case ID 2615657) March 14, 2018. Clearview received data sets on March 14th and on May 8th of 2018. Clearview has responded fully to both data sets. I&E alleged Clearview failed to properly include the PA State Police in its agent background checks that were completed by a third-party background check organization. I&E also alleged a violation regarding 137 customer accounts that were charged a different rate than they initially saw on a third-party energy shopping website because a rate change had not be pushed to that site before the price change was internally implemented. During the scope of the investigation, I&E alleged there were 10 accounts that were enrolled without proper authorization. I&E alleged that Clearview failed to properly notify the Commission and the distribution utilities prior to initiating its sales activities during a month, resulting in 29 violations (one for each working day during that period). Clearview has entered into a settlement in principal with I&E to resolve all of its allegations without the admission of guilt.
- 2. Maine PUC Order to Show Cause (Docket No. 2012-00376) November 5, 2019. Clearview received the order regarding an inquiry into marketing practices as a result of 10 complaints the Commission received. The Commission provided Clearview details regarding those particular complaints on August 5, 2020. Clearview has responded fully to the Commission. No rulings have been made in this matter.
- 3. Connecticut Investigation (Docket No. 07-08-17) March 26, 2020. PURA initiated an investigation to determine if Clearview: properly conveyed supply summary information to the electric distribution companies for display on customer bills; complied with marketing requirements; and complied with continuing licensing requirements. PURA referred this matter to the Prosecutorial Unit for review and interrogatories were issued to Clearview on April 23, 2020. Clearview fully responded to the interrogatories and is currently awaiting a determination by PURA.

Clearview Electric, Inc. ATTACHMENT F Pursuant to Puc. 2006.01(t) Page 1 of 42



Electric Power Supplier

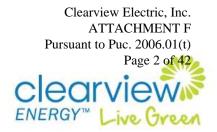
Name of Marketer

Agent Code: 00000

This badge certifies that the holder is an authorized representative of Clearview Energy

1 (800) 746-4702

www.clearviewenergy.com



Clearview Energy D2D Compliance Audit

Vendor:	Auditor:
Date:	Agent:

VENDOR INFORMATION

Clearview Energy Agents /teams are given a score of satisfactory or unsatisfactory for each guideline within the audit. The auditor then grades the audit as a whole as satisfactory or unsatisfactory based on the scores for each item. The audit will be considered failed if any two (2) items are found to be non-compliant, or agent is out of compliance with an automatic failure item highlighted in red. If the assessment portion is given, the agent can miss up to two (2) questions and pass. If either the assessment or the audit portion is failed, the audit as a whole will be considered failed.

Item	s	U	Comment
Agent is wearing all required uniform items, CV Supplied corporate badges, CV Provided shirt, "I am not with the local utility button present and conspicuously displayed.			
No visible facial piercings; no eyebrow, cheek, nose, or lip piercings			
Hair (and facial hair, if applicable) is neat and groomed			
Agent has current dates and authorized enrollment documents			
Agent is working in assigned territory			
Agent only has sales materials for Clearview Energy, No unauthorized promotional materials present			
No customer information present that is not needed for the enrollment			

Score _		/ 8
Pass	Fail	

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AUDITOR COMMENTS			
VE	ENDOR/AGENT COMMENTS		
VE	ENDOR/AGENT COMMENTS		
A solida so	Annual and Vandan Day and a Color		
Auditor	Agent or Vendor Representative		
Signature	Signature		
Date	Date		

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COMPLIANCE ASSESSMENT

Questionnaire	T	F
1) I can enroll a customer by telling them I represent their local utility.		
2) The customer should call the Utility Company to report a power outage.		
3) The customer's new rate with Clearview Energy will be effective immediately.		
4) The customer should call the Utility Company when they have questions about the Term of Service with Clearview Energy.		
5) The customer does not need to call Clearview Energy if they move. The Utility Company will let us know that they are cancelling their contract with Clearview Energy.		
6) In my sales pitch, I should always tell the customer I am providing savings.		
7) I should not be present when the customer receives the TPV call.		
8) If the customer is in a contract with another supplier Clearview Energy will pay their Early Termination Fee.		
9) If the customer is elderly, I can do the TPV call on their behalf.		
10) There is no Early Termination Fee with any Clearview Energy variable product.		
11) If a customer doesn't understand me, they just have to answer yes to all the TPV questions.		
12) I should always give the customer's phone number for TPV verification.		
13) The Utility charges are for generation and transmission of electricity, and Clearview Energy charges are for the supply of electricity.		
14) The customer will be assessed at one-time Switch Fee by the Utility when enrolling with a new electricity provider.		
15) A customer may cancel their enrollment during the rescission period.		
16) I am permitted to stand just inside the doorway of the customer's home, provided I stay in the entryway.		
17) I can call the utility, current CRES, or Clearview Energy on behalf of the customer.		
18) I'm required to check with my direct supervisor before entering a municipality to solicit.		
19) I only leave materials behind If I make a sale.		
20) Anyone who answers the door can enroll with Clearview Energy.		

Assess	ment Score	_/ 20	Agent Name:
Pass	Fail		Agent No:

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Field Agent Code of Conduct

In this Code of Conduct the term "customer" includes both potential and existing Clearview Energy (CV) customers. The term "Agent" is defined as a CV field or door-to-door representative.

1. Agents will:

- ✓ Immediately and truthfully identify themselves to a customer by name and by stating they represent CV.
- ✓ Immediately identify CV as a licensed electricity supplier in the state who is not associated with the utility company.
- ✓ NEVER enter a customer's home, even with express permission.
- ✓ Not exert undue pressure on a customer.
- ✓ Provide sufficient time for a customer to read thoroughly and without harassment all documents provided.
- ✓ Not make any false representations or statements likely to mislead a customer.
- ✓ Provide only accurate, verifiable and truthful statements.
- ✓ Use only sales materials and aids expressly approved by CV.
- ✓ Not make any verbal representations regarding contracts, rights or obligations unless those representations are contained in the written offer.
- 2. When selling door to door, Agents must:
 - ✓ Display prominently at all times a CV approved identification badge that includes, but is not limited to, the Agent's name and photograph.
 - ✓ Agents are required to follow, as best as they can, any standard sales presentation scripts approved by CV.
- 3. Agents will ask the customer whether it is an appropriate time to speak with them.
 - ✓ If the customer states it is not an appropriate time, then the Agent will ask to return at the customer's convenience.
- 4. Agents will make every reasonable effort to ensure that the customer understands the reason for requesting the current utility bill.
- 5. A customer shall be advised of the state rescission period.
- 6. If applicable, a customer shall be advised of an early termination fees as part of the offer.
- 7. Agents must complete and submit all required paperwork within 24 hours of completing an enrollment, or as soon thereafter as reasonably possible.
- 8. Agents must be in the following CV approved attire while soliciting on behalf of CV:
 - ✓ CV identification badge
 - ✓ Plain collared shirt or collared shirt with CV logo
 - ✓ Appropriate business casual pants
 - ✓ Unacceptable at all times are:
 - Cut-off shorts
 - T-shirts (unless approved or provided by CV)
 - Open-toed shoes
 - Hats (unless issued by CV)

Clearview Electric, Inc. ATTACHMENT F Pursuant to Puc. 2006.01(t) Page 6 of 42

- Athletic sweat bands
- Low fitting or tight clothing
- Excessively loose clothing
- Any other non-approved clothing
- 9. Agents are prohibited from the following while conducting door-to-door solicitations for CV:
 - ✓ Using tobacco products of any kind
 - This includes, but is not limited to smoking, chewing tobacco or smoke-free electric cigarettes
 - ✓ Consuming alcohol
 - ✓ The illegal use, possession, or distribution of drugs
 - ✓ Chewing gum
- 10. Agents will conduct themselves with integrity and honesty.
 - ✓ Agents will not market with partial disclosure.
 - ✓ Agents will present prospective customers with all facts needed to make an informed decision.
 - ✓ Agents will answer all questions honestly and completely.
 - ✓ At all times Agents will be polite and courteous.
 - ✓ Agents will not make any false or malicious statements regarding CV, CV affiliates or employees, other Agents, or any of CV's competitors.
- 11. Agents will not copy, release, disclose, or use confidential or proprietary information provided by CV or customers.
- 12. The breach of any civil or criminal law by an Agent will be grounds for immediate termination.
 - ✓ Forgery is a crime and will not be tolerated.
 - ✓ Agents are responsible for having knowledge of CV's products and services so that inquiries by customers can be responded to appropriately and completely.
 - ✓ Agents will attend all product training sessions required/provided by CV before marketing any such products or services.
 - ✓ Agents will only use sales aids provided or approved by CV.
 - ✓ Agents will immediately cease using any outdated CV enrollment forms or other sales materials upon notification.
- 13.CV reserves the right to amend or revise this document at any time. Agents will follow any additional Code of Conduct standards, policies, or procedures implemented in the future. If any change is made, CV will provide documentation describing the change and when it must be fully implemented.
- 14. Upon termination, Agents must immediately return identification badges, business cards, uniforms or clothing provided by CV, sales materials, enrollment forms and any other property of CV.

Agent Signature	 	
Agent dignature	Dato	

Clearview Electric, Inc. ATTACHMENT F Pursuant to Puc. 2006.01(t) Page 7 of 42

Clearview Energy Training Deck



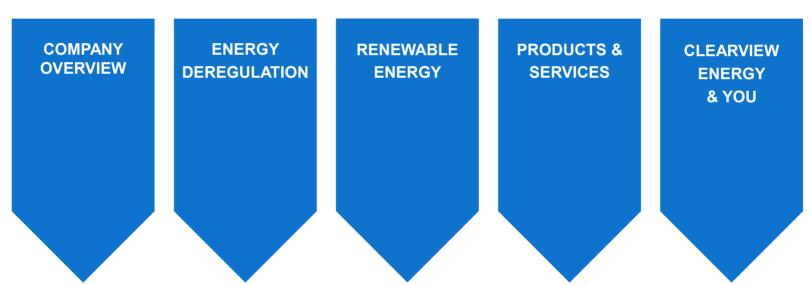
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Welcome!

What is the Purpose of this Training?



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COMPANY OVERVIEW

- 4 ABOUT US
- 5 HISTORY & FACTS
- 6 DOING OUR PART
- 7 WHERE WE OPERATE
- 8 UTILITY PORTFOLIO

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About Us

Clearview Energy is a supplier of 100% Green Energy.

We provide consumers with the tools they need to live a more sustainable lifestyle.



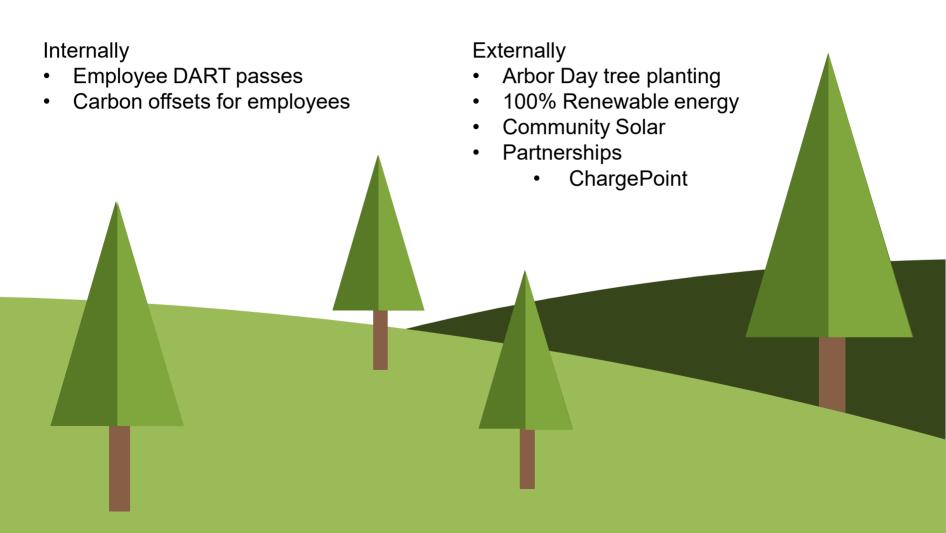
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HISTORY & FACTS



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DOING OUR PART TO LIVE GREEN

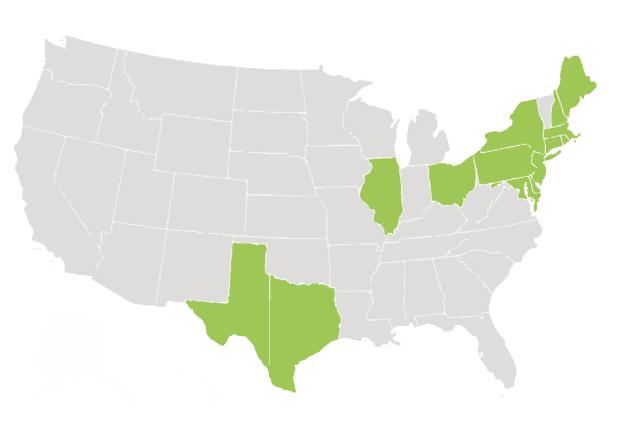


Clearview Electric, Inc. ATTACHMENT F Pursuant to Puc. 2006.01(t) Page 14 of 42

WHERE WE OPERATE

We are a national provider of Green Energy, licensed to operate in 14 deregulated states and jurisdictions.

- ✓ Connecticut
- ✓ Delaware
- ✓ Illinois
- ✓ Maine
- ✓ Maryland
- ✓ Massachusetts
- ✓ New Hampshire
- ✓ New Jersey
- ✓ New York
- ✓ Ohio
- ✓ Pennsylvania
- ✓ Rhode Island
- ✓ Washington D.C.
- ✓ Texas



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UTILITY PORTFOLIO

Servicing 64 utility markets.

UTILITY MARKETS

Ameren

Atlantic City Electric

AEP

AEP Ohio Power

AEP Columbus Southern

AEP North & Central TX Baltimore Gas & Electric

Central Hudson Gas & Electric

Centerpoint

Central Maine Power

Cleveland Illuminating

Commonwealth Edison Co Consolidated Edison

Consolidated Edison West

Delmarva Delaware

Delmarva Maryland Dominion Gas

Duke

Duquesne Light Company

Elizabethtown Gas

Emera Maine

Eversource (CL&P)

Eversource (NSTAR)

Eversource (WMECO)
Eversource New Hampshire

Jersey Central Power and Light

Liberty Meted

Metropolitan Edison Company

National Grid

National Grid New York
National Grid-Rhode Island

New York State Electric & Gas

New Jersey Natural Gas

Ohio Edison

Oncor

Orange & Rockland New York

PECO

PFCO Gas

Penelec

Peoples Gas

Pepco DC

PEPCO Maryland

Pennsylvania Power & Light

Philly Gas Works

Public Service Electric & Gas

Rochester Gas & Electric

Sharyland

South Jersey Gas

Southern Maryland Electric Cooperative

Texas New Mexico Power

Toledo Edison

UGI Pennsylvania Electric & Gas

United Illuminating

Unitil

Washington Gas Light West Penn Power

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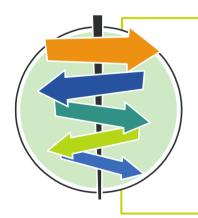
ENERGY DEREGULATION

- 9 WHAT IS ELECTRICITY DEREGULATION
- 10 WHY DEREGULATION IS GOOD FOR CONSUMERS

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WHAT IS ELECTRICITY DEREGULATION?

Before deregulation, consumers had no choice when it came to their energy provider or where their energy came from.



Thanks to deregulation, there are now many energy options in the marketplace and consumers may choose who supplies their electricity. The good news is that your local utility will continue to respond to outages and continue to deliver the electricity to you.

Competitive energy suppliers like Clearview Energy are allowed to offer energy to consumers. You will continue to be billed by your utility with a mention of your supplier.



WHY DEREGULATION IS GOOD FOR CONSUMERS

Deregulation is good for consumers because it drives down energy costs and allows more product options. In other words, you can choose how your energy is generated and choose a plan based on any of the following considerations:



- Renewable energy sources such as solar, wind, geothermal, etc.
- Energy monitoring programs
- Price
- Time-of-use rate option
- Bundled offerings
- · Rebates and incentives
- Contract length
- Loyalty programs







TYPES OF ENERGY

- 13 POWER GENERATION SOURCES
- 14 DIRTY SOURCES & POLLUTANTS
- 15 CLEAN SOURCES & BENEFITS
- 16 RENEWABLE ENERGY

POWER GENERATION SOURCES

Power can be generated by multiple energy sources – some produce dirty pollutants, while others don't.



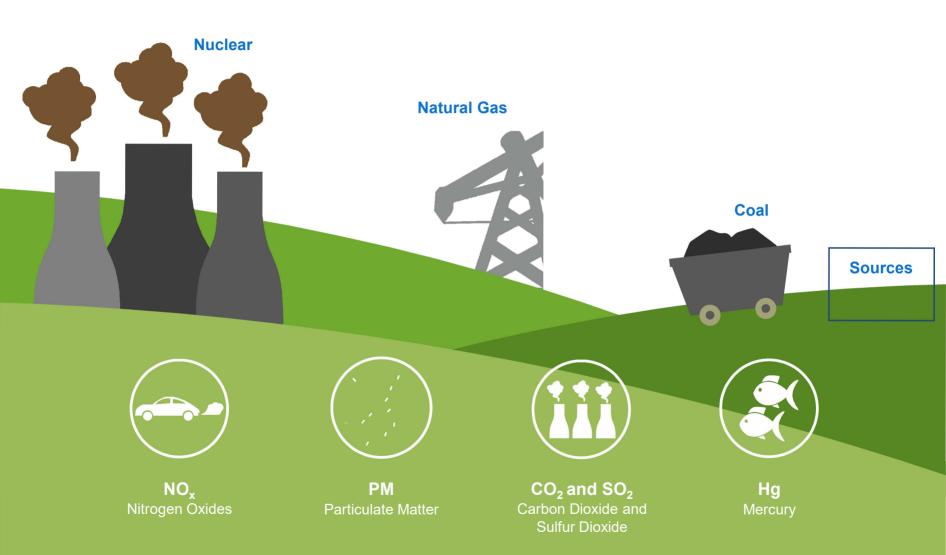
Coal, Nuclear, Natural Gas



SOURCES & POLLUTANTS

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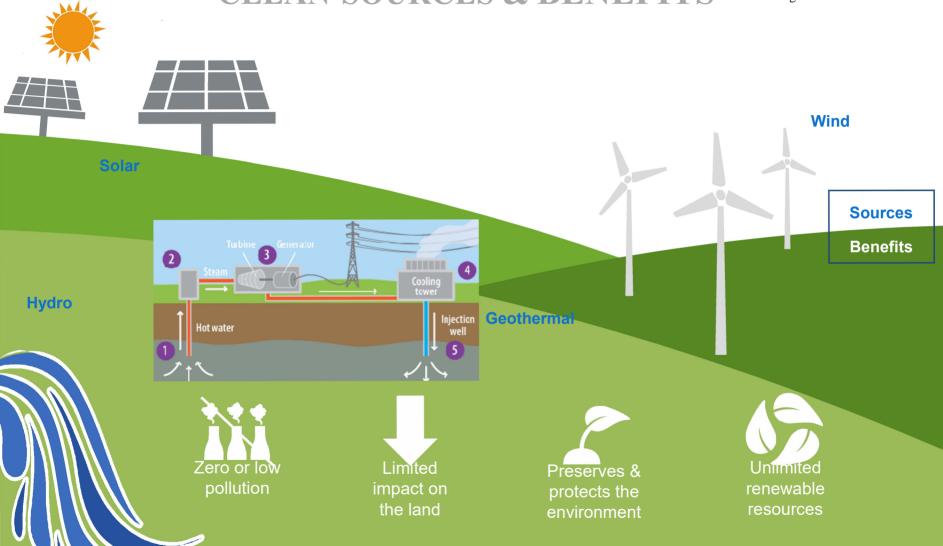
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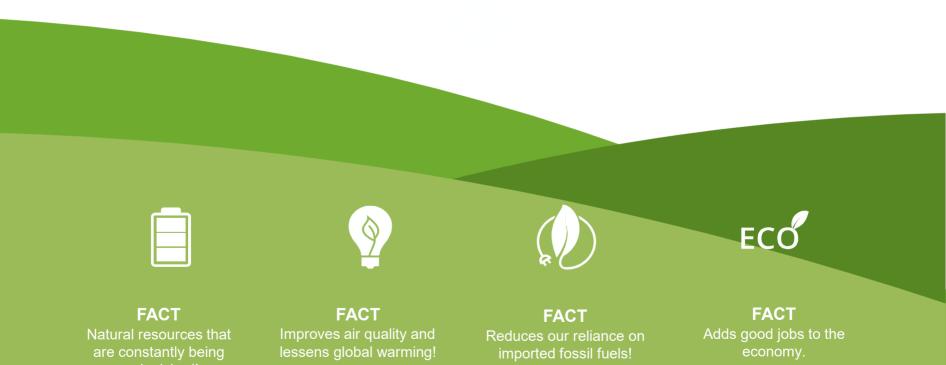
CLEAN SOURCES & BENEFIT Sursuant to Puc. 2006.01(t)
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RENEWABLE ENERGY

It's important to know the advantages of renewable energy.



A SMALL INVESTMENT GOES A LONG WAY

It's a lot easier than you think to make a difference with your choice of Green Energy. It can cost as little as one cup of coffee a week at your favorite coffee shop to reduce your environmental impact.



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PRODUCTS & SERVICES

- 18 CLEARVIEW ENERGY RENEWABLE PLANS
- 21 BILLING
- 22 WHO CAN ENROLL WITH CLEARVIEW ENERGY?

CLEARVIEW ENERGY RENEWABLE PLANS



ClearGreen Guarantee plans offer price stability over the length of the contract.



Locked Rate

Locked-in for a fixed length of time



Fixed

Locked in for the life of the contract



ETF Fees apply

ETF amount
depends on the
length of the
contract

CLEARVIEW ENERGY RENEWABLE PLANS



ClearGreen Value offers a month-to-month plan with no long term contract.



Variable Rate

Flexible option,
offering a month-tomonth rate solution



No ETF

No contract or Early
Termination Fee

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CLEARVIEW ENERGY RENEWABLE PLANS



GreenValue Assurance locks in customer Promotional rates without an Early Termination Fee.



Variable Rate

Variable, but with a rate guaranteed not to exceed the quoted price for a defined time period



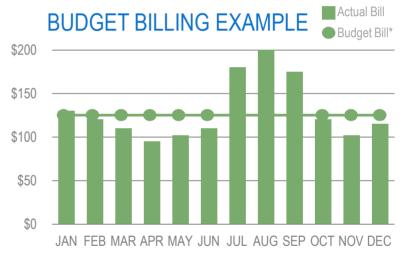
No ETF

No contract or Early
Termination Fee

BILLING

Customers receive one bill from their utility.





■*The budget bill amount is evaluated every four months and may be readjusted based on usage.

Budget billing helps customers avoid unpredictable bills.

(Offered by utilities in CT, MA, NY, PA, and select markets in IL and OH)

WHO CAN ENROLL WITH CLEARVIEW ENERGY?

AUTHORIZED DECISION MAKERS





Power of Attorney

AUTHORIZATION REQUIRED







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CLEARVIEW ENERGY & YOU

- 24 CUSTOMER EXPECTATIONS
- 25 SITUATIONAL AWARENESS
- 27 FIELD AGENTS CODE OF CONDUCT

ZERO TOLERANCE POLICY

MISREPRESENTATION

RUDE/OFFENSIVE BEHAVIOR

DO NOT SOLICIT

ENTERING HOMES

SLAMMING

OUR COMMITMENT/CUSTOMER EXPECTATIONS

WHAT A CLEARVIEW ENERGY CUSTOMER SHOULD EXPECT

- No interruption of service when switching from the utility or another retail supplier.
- Clearview Energy works with the utility to easily transfer service.
- The utility will send a transfer of service notice to the customer. Tell your customer this is NOT a disconnection notice. *
- The Terms of Service and Welcome Letter will be mailed a few days after enrollment.





BENEFITS OF BEING A CLEARVIEW ENERGY CUSTOMER

- 100% Green Energy plans will help to reduce carbon emissions.
- No change in billing format the customer pays one bill as always to the utility.
- Exceptional and dedicated customer service representatives are ready to assist!

^{*}In select markets.

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SITUATIONAL AWARENESS

As a reminder of our Code of Conduct, Clearview Energy Agents are to remain polite and courteous at ALL times. It is understood that difficult situations will present themselves. As a sales professional, understanding how to handle these situations is critical. Any breach of civil or criminal law is grounds for immediate termination from the Clearview Energy campaign, without the opportunity for future rehire.

ANGRY/COMBATIVE CUSTOMERS

- · Examples -
 - Uncomfortable with you on their property.
 - Physically or verbally hostile.
 - Leave immediately without verbal or physical action.
 - Do leave customer information flyers in case they feel the need to further investigate your intentions.
 - Have Clearview Energy add this address to our Do Not Knock/Solicit list by reporting it to your manager SAME DAY.

PREVIOUS NEGATIVE EXPERIENCE

- Please be a sympathetic ear, and offer Clearview Energy services as a positive experience if appropriate.
- Report the customer's issue to your manager so that Clearview Energy internal sales management can reach out to any other company in question.
- If the customer remains unhappy, leave informational flyers with the customer and leave immediately without verbal or physical action.

SITUATIONAL AWARENESS CONTINUED

UNACCEPTABLE BEHAVIOR

- It's hot or cold and they offer to let you come inside.
- Requesting to use the customer's facilities.
- You engage the customer verbally or physically.
- Company policy prohibits employees crossing the customer's threshold for ANY reason.
- Company policy prohibits disrespect toward a customer for any reason.

UPSET CUSTOMERS

 If the customer becomes unhappy, leave collateral with the customer and leave the premise immediately.



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FIELD AGENTS CODE OF CONDUCT

AGENTS WILL:

- ✓ Immediately and truthfully identify themselves to a customer by name and by stating they represent Clearview Energy.
- ✓ Immediately identify Clearview Energy as a licensed electricity supplier in the state who is not associated with the utility company.
- ✓ NEVER enter a customer's home, even with express permission.
- ✓ Do not exert undue pressure on a customer.
- ✓ Provide sufficient time for a customer to read thoroughly and without interruption.

- Do not make any false representations or statements likely to mislead a customer.
- ✓ Provide only accurate, verifiable and truthful statements.
- Use only sales materials and aids expressly approved by Clearview Energy.
- ✓ Not make any verbal representations regarding contracts, rights or obligations unless those representations are contained in the written offer.

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FIELD AGENTS CODE OF CONDUCT

WHEN SELLING DOOR TO DOOR, AGENTS MUST:

- Display prominently at all times a Clearview Energy approved identification badge that includes, but is not limited to, the Agent's name and photograph.
- ✓ Follow, as best as they can, any standard sales presentation scripts approved by Clearview Energy.
- ✓ Ask the customer whether it is an appropriate time to speak with them. If the customer states it is not an appropriate time, the Agent will ask to return at the customer's convenience.

AGENTS WILL MAKE EVERY
REASONABLE EFFORT TO ENSURE THE
CUSTOMER UNDERSTANDS THE
REASON FOR REQUESTING THE
CURRENT UTILITY BILL.

A CUSTOMER SHALL BE ADVISED OF THE STATE RECISSION PERIOD.



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FIELD AGENTS CODE OF CONDUCT

IF APPLICABLE, A CUSTOMER SHALL BE ADVISED OF ANY EARLY TERMINATION FEES AS PART OF THE OFFER.

AGENTS MUST COMPLETE AND SUBMIT ALL REQUIRED PAPERWORK WITHIN 24 HOURS OF COMPLETING AN ENROLLMENT, OR AS SOON AS REASONABLY POSSIBLE.

AGENTS MUST BE IN THE FOLLOWING CLEARVIEW ENERGY APPROVED ATTIRE WHILE SOLICITING ON BEHALF OF CLEARVIEW ENERGY:

- ✓ Clearview Energy identification and "I am NOT with the local utility" badge. Must always be visible.
- ✓ Plain collared shirt or collared shirt with Clearview Energy logo.
- ✓ Appropriate business casual pants.
- ✓ Unacceptable at all times are:
 - Cut-off shorts
 - T-shirts (unless approved or provided by Clearview Energy)
 - Open-toed shoes
 - Hats (unless issued by Clearview Energy)
 - Athletic sweat bands
 - Low fitting or tight clothing
 - Excessively loose clothing
 - Any other non-approved clothing

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FIELD AGENTS CODE OF CONDUCT

AGENTS ARE PROHIBITED FROM THE FOLLOWING WHILE CONDUCTING DOOR-TO-DOOR SOLICITATIONS FOR CLEARVIEW ENERGY:

- Using tobacco products of any kind:
 - This includes, but is not limited to smoking, chewing tobacco or smoke-free electric cigarettes.
- Consuming alcohol.
- The illegal use, possession, or distribution of drugs.
- · Chewing gum.

AGENTS WILL CONDUCT THEMSELVES WITH INTEGRITY AND HONESTY.

- ✓ Agents will not market with partial disclosure.
- ✓ Agents will present prospective customers with all facts needed to make an informed decision.
- Agents will answer all questions honestly and completely.
- At all times Agents will be polite and courteous.
- ✓ Agents will not make any false or malicious statements regarding Clearview Energy, Clearview Energy affiliates or employees, other Agents, or any of Clearview Energy's competitors.

FIELD AGENTS CODE OF CONDUCT

AGENTS WILL NOT COPY, RELEASE, DISCLOSE, OR USE CONFIDENTIAL OR PROPRIETARY INFORMATION PROVIDED BY CLEARVIEW ENERGY OR CUSTOMERS.



THE BREACH OF ANY CIVIL OR CRIMINAL LAW BY AN AGENT WILL BE GROUNDS FOR IMMEDIATE TERMINATION.

- Forgery is a crime and will not be tolerated.
- Agents are responsible for having knowledge of Clearview Energy products and services so that inquiries by customers can be responded to appropriately and completely.
- Agents will attend all product training sessions required/provided by Clearview Energy before marketing any such products or services.
- Agents will only use sales aids provided or approved by Clearview Energy.
- Agents will immediately cease using any outdated Clearview Energy enrollment forms or other sales materials upon notification.

FIELD AGENTS CODE OF CONDUCT

CLEARVIEW ENERGY RESERVES THE RIGHT TO AMEND OR REVISE THIS DOCUMENT AT ANY TIME. AGENTS WILL FOLLOW ANY ADDITIONAL CODE OF CONDUCT STANDARDS, POLICIES, OR PROCEDURES IMPLEMENTED IN THE FUTURE. IF ANY CHANGE IS MADE, CLEARVIEW ENERGY WILL PROVIDE DOCUMENTATION DESCRIBING THE CHANGE AND WHEN IT MUST BE FULLY IMPLEMENTED.

UPON TERMINATION, AGENTS MUST IMMEDIATELY RETURN IDENTIFICATION BADGES, BUSINESS CARDS, UNIFORMS OR CLOTHING PROVIDED BY CLEARVIEW ENERGY, SALES MATERIALS, ENROLLMENT FORMS AND ANY OTHER PROPERTY OF CLEARVIEW ENERGY.

AGENTS ARE REQUIRED TO REVIEW THE CLEARVIEW ENERGY DO NOT SOICIT LIST WEEKLY, AND WILL BE EXPECTED TO ADHERE TO A ZERO TOLERANCE POLICY FOR BREACHING DO NOT SOLICIT REQUESTS. THIS INCLUDES ANY CUSTOMER SIGNAGE, SUCH AS NO TRESSPASSING OR SOLICITATION.



DISCLOSURE SUMMARY TEMPLATE FORM (Residential Customers)

Product Name	(e.g., one-year fixed price; month-to-month variable; green premium service, etc.)							
Length of the Agreement	(Month-to-month or for fixed price agreements, the number of months for which the price is fixed)							
Fixed Per kWh Price (NA for Variable)	(x)¢/kWh							
Variable Price Components (NA for Fixed)	Describe variable price components if applicable							
Charges	(e.g., your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.)							
Fixed Price Residential Customers who use	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity					
Will pay	\$(X)	\$(X)	\$(X)					
Environmental Characteristics	(Renewable yes or no and, if yes, percentage that is renewable)							
Early Termination Fee	(Yes or No and, if yes, the cancellation fee)							
Late Payment Fee	(Yes or No and , if yes, the amount)							
Renewal Terms	(e.g., one-year fixed price contact at expiration will be renewed on a month-to-month basis at then current (fixed or variable) price unless customer terminates or transfers service withindays following renewal notice)							
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.							



CLEARVIEW ENER ELECTRIC SALES AGREEM FOR RESIDEN

/IEW ENER Clearview Electric, Inc.
LES AGREEN ATTACHMENT G
FOR RESIDEN Pursuant to Puc. 2006.01(w)
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Product Information Chart

Account Number:		Effective Date:					
Account Name:		Service Address:					
Product Name:		Energy Type:	Renewable Energy Product				
Product Description:							
Agreement Term:							
Electric Supply Rate:	\$X.XXXX						
Generation Price at Various	<u>500 kWh</u>	<u>1,000 kWh</u>		<u>1,500 kWh</u>			
Usage Levels:	\$X.XXXX	\$X.XXXX		\$X.XXXX			
Monthly Base Charge:		Early Termination Fee:					
Promotion:							

This Agreement is for electric supply service between Clearview Electric, Inc. d/b/a Clearview Energy ("Clearview Energy") and Customer. Customer and plan information can be found in the Product Information Chart. The Product Information Chart is hereby incorporated by reference into this Agreement. Clearview Energy is licensed as a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Public Utilities Commission ("PUC"). Clearview Energy establishes your electric supply rate. The PUC regulates the distribution rates of your local Utility company ("Utility"). The Federal Energy Regulatory Commission regulates transmission prices and services.

1. Right of Rescission

Customer may rescind this Agreement within:

- a. 5 business days from the date the customer electronically receives the terms of service;
- b. 6 business days from the postmarked date of the terms of service agreement being mailed to the customer by first class mail;
- c. 10 business days from the date a residential customer electronically receives the terms of service, if the customer was enrolled through an in-person solicitation at the customer's residence; or
- d. 11 business days from the postmarked date of the terms of service agreement being mailed to a residential customer by first class mail, if the customer was enrolled through an in-person solicitation at the customer's residence

To rescind, contact Clearview Energy by phone or in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Clearview Energy charges until the Customer returns to the Utility or another supplier.

2. Price of Electricity

The price in cents per kilowatt includes: electric generation supply and capacity charges in the Independent System Operator's (or equivalent's) market; any applicable state and/or local taxes; and a margin adder. The price of electricity may include a Monthly Base Charge as outlined in the Product Information Chart. The price does not include other costs related to the delivery of electricity which will be billed by the Utility. These other costs, include but are not limited to, the price of transmission and distribution, the system benefits charge, and stranded cost recovery



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charge, and taxes.

2a. Fixed Kilowatt Rate Product - See Product Information Chart

2b. **Mon**th-to-month Variable Kilowatt Rate Product – Month-to-month variable kilowatt rate products are subject to change without notice at Clearview Energy's discretion outside of any

applicable promotion, and you will not necessarily know what price you will pay for electricity until the bill is issued. If applicable, the Monthly Base Charge may also fluctuate outside of any applicable promotion. It may take one or more billing cycles for a price variation to become effective. For the minimum and maximum variable rates charged by Clearview of the preceding 12-month period, see the Product Information Chart, or visit www.ClearviewEnergy.com/NH. All current publicly available rates may be found at www.ClearviewEnergy.com.

3. Billing and Payment

You will receive a single bill from your Utility that includes Clearview Energy's electric supply charges as well as the Utility's delivery charges. By the acceptance of this Agreement, you hereby authorize the Utility to provide billing and payment information to Clearview Energy, including participation in budget billing or extended payment arrangements.

The Customer will pay each invoice in full within twenty (20) days of the invoice date or in the timeframe established by the Utility. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the PUC. If the Customer fails to remit payment when due, the Customer will be charged a late payment fee, interest and/or finance charges stated in the Product Information Chart. Failure to remit payment is considered a breach of this Agreement and the Customer may be liable to Clearview Energy for any applicable early termination fee.

4. Energy Products

Renewable Energy Product – Supports renewable energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

5. Terms of Renewal

5a. Fixed Kilowatt Rate Product – The Agreement Term and Effective date can be found in the Product Information Chart. Upon expiration of your fixed term, your service will automatically continue under Clearview Energy's variable month-to-month renewal product. You will receive two (2) renewal notices forty-five (45) and sixty (60) days prior to the renewal date. If you do not respond to the renewal notice, at its discretion, Clearview Energy may renew your account under the terms described in the renewal notice.

5b. **Mon**th-to-month Variable Kilowatt Rate Product – The Agreement Term and Effective date can be found in the Product Information Chart. This Agreement shall commence for a one (1) month term ("Initial Term") and shall automatically renew for successive one (1) month periods ("Renewal Term") until terminated.

6. Termination

6a. Fixed Kilowatt Rate Product – Customer has the right to change electric service providers at any time with no advance notice. Termination of this Agreement prior to its expiration shall result in the charge of an Early Termination Fee. Service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, this Agreement may be terminated without penalty as a result of relocation, disability that renders the customer of record unable to pay for Clearview Energy's service, or the customer of record's death

6b. **Mon**th-to-month Variable Kilowatt Rate Product – This Agreement will remain in effect at Clearview Energy's discretion or until you notify Clearview Energy of your desire to choose a fixed plan, or another provider. Your service will remain in effect until such time as the Utility completes



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the termination in accordance with its rules. There is no penalty for cancellation of variable month-to-month products.

To cancel, contact Clearview Energy at 1.800.746.4702, contract with another Supplier or Aggregator, or contact the utility to select utility default service.

Upon termination of this Agreement, a final bill will be rendered within twenty (20) 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. Clearview Energy does not physically cut off electric service, only your Utility may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed one (1) notice fourteen (14) days prior to your service being returned to the Utility's supply service.

7. Change in Terms

Changes to this Agreement will be provided to the customer in one (1) mailing thirty (30) days prior to the effective date of the changes. If you do not respond to the mailing, Clearview Energy may implement the non-monetary changes described to your account.

8. <u>Dispute Resolution Process</u>

For any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702. If not satisfied with the resolution after speaking with a Clearview Energy representative, then you may contact the New Hampshire PUC at 1.800.852.3793. For your convenience, the PUC's contact information has also been provided at the end of this Agreement. You may also contact the PUC if you have questions about your rights and responsibilities. No terms contained herein waive any rights you may have under New Hampshire or Federal Consumer Protection laws.

9. Remedies

Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, notwithstanding any state statute of limitation to the contrary. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days, then the parties shall submit to binding arbitration. The process shall be confidential based on terms acceptable to the mediator and/or arbitrator.

10. Assignments

Customer may not assign its interests or delegate its obligations under this Agreement without the express written consent of Clearview Energy. Clearview Energy 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 and the rights and obligations hereunder, to another licensed energy supplier. In the event the Agreement will be transferred, you will receive a notice no less than thirty (30) days prior to transfer or sale in accordance with Puc 2004.13(a).

11. Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

12. Force Majeure

The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, an act of God, natural disaster, an act of war, and any act



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or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party will give immediate written notice, to the maximum extent practical, to the other party and not be held liable.

13. <u>Limitati**on**s **o**f Liability</u>

Liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Clearview Energy. There are no third-party beneficiaries to this Agreement.

14. Customer Information and Release Authorization

Throughout this Agreement, you authorize Clearview Energy or its agents to obtain and review information from credit-reporting agencies regarding your credit history and information from the Utility relating to you and your account that includes, but is not limited to: Customer account name and number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service, including time of consumption. Clearview Energy will not provide or sell confidential Customer information to any other party without your written consent unless required or authorized to do so by law or PUC rules, or when necessary to enforce the terms of this Agreement. In addition to the above-described information, such confidential Customer information includes: Customer address, financial, and banking information. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.

15. National Do Not Call Registry

To register your phone on the National Do Not Call Registry, call 1.888.382.1222 or visit www.donotcall.gov. After registration is complete, telemarketers regulated by the National Do Not Call Registry have thirty (31) days to stop calling you.

16. Electric Assistance Program

New Hampshire offers an electric assistance program (EAP) to help income eligible residential customers pay their electric bills. EAP information can be found at www.puc.nh.gov/consumer/electricassistanceprogram.htm which includes a link to NH Community Action Agencies' contact information. For information regarding eligibility and how to apply for EAP assistance, contact your local Utility, or call the PUC at 1-800-852-3793.

17. Power Outages and Emergencies

If you have any electrical emergency or power outage, please contact your Utility at the number provided in Contact Information, below.

18. Contact Information

Electric Supplier:

Clearview Electric, Inc. dba Clearview Energy P.O. Box 130659 Dallas, TX 75313-0659 1.800.746.4702 Representatives available Monday – Friday 9:30 a.m. – 6:30 p.m. EST www.ClearviewEnergy.com

Utility Companies:

Eversource Energy P.O. Box 330 Manchester, NH 03105-0638 1.800.662.7764



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www.psnh.com

Unitil Energy Systems 6 Liberty Lane West Hampton, NH 03842-1720 1.800.852.3339 www.unitil.com

Liberty Utilities 11 Northeastern Blvd Salem, NH 03079 1.800.375.7413 www.libertyutilities.com

New Hampshire Public Utility Commission:

21 South Fruit St, Suite 10 Concord, NH 03301-2429 1.800.852.3793 www.puc.nh.gov



Environmental Information for Electric Power Supply in New Hampshire

Provided by: Clearview Electric, Inc. DBA Clearview Energy ("Clearview")

The following environmental information is an estimate is for electricity supplied by Clearview from January 1, 2019 to December 31, 2019.

Updated May 2020

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive electric supplier, or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at http://www.puc.nh.gov or on your electric provider's website.

Power Sources		Air Emissions
(January 2019-December 2019)		(January 1, 2019 - December 31, 2019)
(Sandary 2015 December 2015)		(3011001) 1, 2015 20011101 01, 2015)
This supplier provided electricty with the following NEPOOL System		This table compares air emissions from this supplier's electricity mix to average emission
Mix of resources		levels from all New England power sources.

January 1, 2019 - December 31, 2019			January 1, 2019 - December 31, 2019							
Power Sources	Supplier's Mix	New England Mix	Air Emissions (lbs per Supplier's Mix New England Mix							
Coal	0.0%	2.46%	MWh) (Lbs/MWh) (Lbs/MWh)							
Oil	0.0%	4.92%								
Natural Gas	0.0%	40.86%	Sulpher Dioxide (SO2) 0 1.10							
Nuclear	0.0%	28.25%								
Solar	0.0%	3.80%								
Wind	0.0%	3.43%								
Biomass	0.0%	2.23%								
Captured Methane	0.0%	0.00%	Nitrogen Oxides (NOx) 0 0.98							
Hydroelectric	100.0%	7.48%								
Geothermal	0.0%	0.00%								
Municipal Solid Waste	0.0%	0.68%								
Other	0.0%	5.90%	Carbon Dioxide (CO2) 0 785.35							
Total	100%	100.0%								
			Notes: lbs/MWh=pounds per Megawass-hour							
			1 Megawatt-hour= 1,000 kilowatt-hours							

Additional Information and Required Notes:

Power Sources: New Hampshire law requires retail electricity providers to periodically provide information to their customers on the mix power sources used by the provider to serve their New Hampshire customer's load.

Emissions:

Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and Nitrogen Oxides (NOX) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness when there is frequent high level exposure. NOX also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and

Carbon Dioxide (CO2) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change.

 $For further information \ on \ the \ formation \ of \ ozone, its \ sources \ and \ its \ health \ effects, see:$

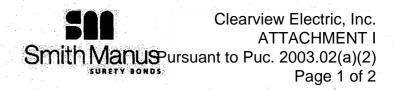
http://des.nh.gov/organization/divisions/air/do/asab/ozone/categories/overview.htm

If you have any questions regarding this disclosure label or need further explanation, please contact Clearview Energy at 800-746-4702, or via email at Customerservice@ClearviewEnergy.com.

Clearview Electric, Inc. ATTACHMENT H Pursuant to Puc. 2006.01(o) Page 1 of 1

	СТ	PA	RI	IL	MA	MD	ME	NJ	NY	DC	DE	TX	ОН	Total
Billing	52	19	3	20	8	6	3	7	17		2	8	2	147
Customer Comment				1										1
Misrepresentation	1		6	13	1	2	7	1	2					33
Other	1						1			1				3
Service Cancellation	1		2	9		1	1		1					15
Unable To Reach CS				6	1			1	3					11
Unauthorized Enrollment	6	10	16	61	4	11	5	2	4	1			4	124
Unprofessional Behavior		1		4										5
Unsolicited Contact	1	1		4	1								3	10
Total	62	31	27	118	15	20	17	11	27	2	2	8	9	349

CONTINUATION CERTIFICATE
To be attached to and form a
part of Bond described below.



Great American Insurance Company 301 E. 4th Street Cincinnati, OH 45202

New Hampshire Public Utilities Commission 21 S Fruit Street Suite 10 Concord, NH 03301

Date: 29-Dec-20

Re: Clearview Electric, Inc.

901 Main St. Suite #4700 Dallas, TX 75202 Bond #: 2413547

The Great American Insurance Company, hereinafter called the "Company," as Surety on Bond No.: 2413547 issued on the 21st day of MARCH, 2018 on behalf of Clearview Electric, Inc., Principal, in favor of New Hampshire Public Utilities Commission, Obligee, hereby certify that this bond is continued in full force and effect until the 21st day of MARCH, 2024, subject to all covenants and conditions of said bond.

This bond, in the current sum of FIVE HUNDRED THOUSAND AND 00/100 Dollars (\$500,000.00), has been continued in force upon the express condition that the full extent of the Company's liability under said bond and all continuations thereof for any loss or series of losses occurring during the entire time the Company remains on said bond shall in no event exceed the sum of the bond.

In witness whereof the Company has caused this instrument to be duly signed, sealed and dated as of the 29th day of DECEMBER, 2020.

Great American Insurance Company

Barbara Duncan

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Surety

Clearview Electric, Inc. ATTACHMENT I Pursuant to Puc.2003.02(a)(2) Page 2 of 2

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET ● CINCINNATI, OHIO 45202 ● 513-369-5000 ● FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

ELEVEN

No. 0 21074

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

DEBORAH NEICHTER

Name SHERYON QUINN

ALL OF

Limit of Power ALL

JILL KEMP

THERESA PICKERRELL

LOUISVILLE, KENTUCKY

\$100,000,000

BARBARA DUNCAN

AMY BOWERS

MARK A. GUIDRY SANDRA L. FUSINETTI MARGIE M. LOWRY LEIGH MCCARTHY

LYNNETTE LONG

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate

officers and its corporate seal hereunto affixed this

day of

APRIL

Attest

GREAT AMERICAN INSURANCE COMPAN

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of APRIL , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST **Notary Public** State of Ohio My Comm. Expires May 18, 2025

Susan a Kohowst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the Toregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effects

Assistant Secretary

S1029AH (03/20)