

January 13, 2017

New Hampshire Public Utilities Commission
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

PHUC 2017-01-13-12

RE: CEPS Renewal Registration of Clearview Electric, Inc. d/b/a Clearview Energy
Executive Director Howland,

Clearview Electric, Inc. d/b/a Clearview Energy ("Clearview") received approval to operate as a Competitive Electric Power Supplier (CEPS) on May 17, 2016. In the letter approving Clearview's CEPS registration, the Commission noted that a renewal registration application must be received no later than January 20, 2017. Clearview hereby submits its application for CEPS registration renewal.

Pursuant to Puc 2003.01(a), Clearview is submitting an original and 2 paper copies, and one electronic copy, of this renewal registration application.

Pursuant to Puc 2003.02(b), Clearview has enclosed the "CEPS Renewal Application"

Pursuant to Puc 2003.02(c), Clearview has enclosed a check for the renewal fee in the amount of \$250.00.

Pursuant to Puc 2003.01(d) (1), Clearview has enclosed confirmation from the utilities, where it intends to operate, verifying EDI capabilities.

Pursuant to Puc 2003.01(d) (2), Clearview has enclosed evidence of ability to obtain supply in NEPOOL in Attachment D

Pursuant to Puc 2003.03(a) (3), Clearview has enclosed a surety bond in the amount of \$350,000 listing the New Hampshire Public Utilities Commission as Oblige.

Pursuant to PUC 2003.03(c), Clearview has done business with no aggregators in New Hampshire.

Respectfully submitted,



Jeremy Reed
Regulatory Affairs Manager
Clearview Electric, Inc.
O: (214) 884-1725
F: (972) 546-9991
Regulatory@ClearviewEnergy.com

Encl.

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;

Clearview Electric, Inc.

d/b/a Clearview Energy

<http://www.ClearviewEnergy.com>

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable;

1201 Elm St., Suite 3200

Dallas, TX 75270-2124

(800) 746-4702

CustomerService@ClearviewEnergy.com

<http://www.ClearviewEnergy.com>

(3) The applicant's place of incorporation, if anything other than an individual;

Texas

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

Francis X. McGovern, President/CEO

1201 Elm St., Suite 3200

Dallas, TX 75270-2124

(214) 746-6363

Execs@ClearviewEnergy.com

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

Not Applicable

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

(800) 746-4702

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;

Jeremy Reed, Regulatory Affairs Manager
1201 Elm St., Suite 3200
Dallas, TX 75270-2124

(214) 884-1725

Regulatory@ClearviewEnergy.com

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

Business Filings Incorporated
9 Capital Street
Concord, NH 03301

(800) 981-7183

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

See Attachment A

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

Eversource Energy (f.k.a. PSNH);

Unitil Energy Systems

Liberty Utilities (f.k.a. Granite State)

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

Clearview intends to serve all customer classes.

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;

- Connecticut;
- Delaware;
- Illinois;
- Massachusetts;
- Maryland;
- Maine;
- New Hampshire
- New Jersey;
- New York;
- Ohio;
- Pennsylvania;
- Rhode Island;
- Texas; and
- The District of Columbia

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

| Connecticut | |
|-------------------------|-----------|
| Description | Count |
| Billing | 2 |
| Misrepresentation | 22 |
| Other | 3 |
| Service Cancellation | 2 |
| Unauthorized Enrollment | 10 |
| Enrollment Dispute | 3 |
| Unsolicited Contact | 2 |
| Grand Total | 44 |

| Delaware | |
|--------------------|----------|
| Description | Count |
| | 0 |
| Grand Total | 0 |

| Massachusetts | |
|-------------------------|-----------|
| Description | Count |
| Billing | 9 |
| Misrepresentation | 14 |
| Other | 3 |
| Service Cancellation | 1 |
| Enrollment Dispute | 7 |
| Unprofessional Behavior | 1 |
| Unsolicited Contact | 4 |
| Grand Total | 39 |

| New Jersey | |
|--------------------|----------|
| Description | Count |
| Enrollment Dispute | 1 |
| Grand Total | 1 |

| Rhode Island | |
|-------------------------|-----------|
| Description | Count |
| Misrepresentation | 9 |
| Other | 1 |
| Service Cancellation | 4 |
| Enrollment Dispute | 5 |
| Unprofessional Behavior | 1 |
| Unsolicited Contact | 1 |
| Grand Total | 21 |

| New Hampshire | |
|-------------------------|-----------|
| Description | Count |
| Billing | 8 |
| Misrepresentation | 35 |
| Other | 4 |
| Service Cancellation | 9 |
| Unable To Reach CS | 4 |
| Enrollment Dispute | 8 |
| Unprofessional Behavior | 14 |
| Unsolicited Contact | 1 |
| Grand Total | 83 |

| District of Columbia | |
|----------------------|----------|
| Description | Count |
| Billing | 3 |
| Enrollment Dispute | 2 |
| Grand Total | 5 |

| Illinois | |
|-------------------------|-----------|
| Description | Count |
| Billing | 2 |
| Misrepresentation | 14 |
| Other | 4 |
| Service Cancellation | 3 |
| Unable To Reach CS | 2 |
| Enrollment Dispute | 6 |
| Unprofessional Behavior | 1 |
| Unsolicited Contact | 1 |
| Grand Total | 33 |

| New York | |
|--------------------|----------|
| Description | Count |
| Billing | 2 |
| Enrollment Dispute | 1 |
| Grand Total | 3 |

| Pennsylvania | |
|--------------------|-----------|
| Description | Count |
| Billing | 6 |
| Misrepresentation | 4 |
| Other | 1 |
| Enrollment Dispute | 11 |
| Grand Total | 22 |

| Ohio | |
|-------------------------|----------|
| Description | Count |
| Billing | 3 |
| Misrepresentation | 1 |
| Enrollment Dispute | 2 |
| Unprofessional Behavior | 1 |
| Unsolicited Contact | 1 |
| Grand Total | 8 |

| Maryland | |
|-------------------------|-----------|
| Description | Count |
| Billing | 3 |
| Misrepresentation | 3 |
| Unauthorized Enrollment | 7 |
| Grand Total | 13 |

| Maine | |
|----------------------|-----------|
| Description | Count |
| Billing | 5 |
| Customer Comment | 2 |
| Misrepresentation | 6 |
| Other | 5 |
| Service Cancellation | 5 |
| Unable To Reach CS | 4 |
| Enrollment Dispute | 4 |
| Unsolicited Contact | 2 |
| Grand Total | 33 |

| Texas | |
|----------------------|----------|
| Description | Count |
| Billing | 2 |
| Other | 3 |
| Service Cancellation | 1 |
| Enrollment Dispute | 2 |
| Grand Total | 8 |

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

a. For partnerships, any of the general partners;

N/A

b. For corporations, any of the officers, directors or controlling stockholders; or

No principal of Clearview has ever been convicted of any felony.

c. For limited liability companies, any of the managers or members;

N/A

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

a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

Yes

b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

Yes

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

Yes

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

15 (a): 11/12/2009 – Docket No. 09-11-12 – The Connecticut Public Utility Regulatory Authority (PURA) assessed Clearview with a penalty for untimely response to a consumer complaint.

15 (b): 07/31/2013 – Docket No. 13-08-03 The Connecticut Public Utility Regulatory Authority (PURA) alleged a late filing of a state mandated financial report. Clearview settled to reduce its legal defense costs.

15 (c): 01/05/2017 – DRM 17-002 – The Public Utilities Commission of New Hampshire has scheduled a Show Cause hearing for January 31, 2017 to assess if Clearview has violated any consumer protection law or regulation in New Hampshire.

05/05/2016 – Docket No. C-2016-2543592 – The Bureau of Investigations and Enforcement (I&E), a division of the Pennsylvania Public Utility Commission, is currently investigating an alleged billing issue that occurred between February and April of 2014.

04/29/2016 – The Massachusetts Department of Public Utilities is currently informally investigating the marketing practices utilized by Clearview.

(17) For those applicants intending to telemarket, a statement that the applicant shall:

a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;

Clearview maintains a list of consumers who request to be placed on its internal do-not-call list.

b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and

Clearview "scrubs" any numbers on the National Do Not Call Registry from all calling campaigns at least monthly, and also removes any landline numbers that have been ported to a cell phone at least bi-weekly pursuant to the Telephone Consumer Protection Act (TCPA).

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

Clearview does not initiate calls to any customers who have requested to be placed on its internal do-not-call list, or customers that are listed on the National Do Not Call Registry.

(18) For those applicants that intend not to telemarket, a statement to that effect;

N/A

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

Clearview intends to continue using utility consolidated billing service.

(20) A copy of each contract to be used for residential and small commercial customers;

See Attachment B

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

I, Francis X McGovern, have the authority to file this application on behalf of Clearview Electric, Inc. The contents of this application are truthful, accurate, and complete.

(22) The signature of the applicant or its representative.



Francis X. McGovern, President
Signed this 13th day of January, 2017



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Filed Documents

Date: 1/12/2017 (Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.

Business Name History

| Name | Name Type |
|-------------------------|------------|
| Clearview Electric Inc. | Legal |
| Clearview Electric Inc. | Home State |

Corporation - Foreign - Information

Business ID: 632620
Status: Good Standing
Entity Creation Date: 6/24/2010
Dissolve Date: 8/1/2011
State of Business.: TX
Principal Office Address: 1201 Elm St., Suite 3200
Dallas TX 752702124
Principal Mailing Address: PO Box 130659
Dallas TX 75313
Last Annual Report Filed Date: 3/8/2016 12:47:07 PM
Last Annual Report Filed: 2016

Registered Agent

Agent Name: Business Filings Incorporated
Office Address: 9 Capitol Street
Concord NH 03301
Mailing Address:

NEW! File Annual Report Online.

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Effective: 7/1/2012

NEPOOL Participants
 Alpha by Voting Member
 Related Persons indented beneath

| NAME OF PARTICIPANT | Generation Sector | Transmission Sector | Supplier Sector | AR Sector | Publicly-Owned Entity Sector | End User Sector |
|--|-------------------|---------------------|-----------------|-----------|------------------------------|-----------------|
| <i>Energy New England LLC</i> | | | | | | |
| Brookfield Energy Marketing LP | | | 1 | | | |
| <i>Bear Swamp Power Company LLC</i> | | | | | | |
| <i>Brookfield Energy Marketing Inc.</i> | | | | | | |
| <i>Brookfield Renewable Energy Marketing US LLC</i> | | | | | | |
| <i>Cross Sound Cable Company, LLC</i> | | | | | | |
| <i>Granite Reliable Power, LLC</i> | | | | | | |
| Burlington Electric Department | | | | | 1 | |
| Calpine Energy Services, LP | | | 1 | | | |
| Canadian Wood Products – Montreal, Inc. | | | 1 | | | |
| Cape Light Compact (O) | | | | | | 1 |
| Cargill Power Markets, LLC | | | 1 | | | |
| Centaurus Energy Master Fund LP | | | 1 | | | |
| Centre Lane Trading Ltd. | | | 1 | | | |
| Central Maine Power Company | | 1 | | | | |
| <i>Iberdrola Renewables, LLC</i> | | | | | | |
| <i>New York State Electric & Gas Company</i> | | | | | | |
| <i>NYSEG Solutions, Inc.</i> | | | | | | |
| CHI Power Marketing, Inc. | | | 1 | | | |
| Chicopee Municipal Lighting Plant | | | | | 1 | |
| Choice Energy LLC | | | 1 | | | |
| Cianbro Companies LLC (L) | | | | | | 1 |
| <i>Cianbro Energy, LLC</i> | | | | | | |
| Citigroup Energy Inc. | | | 1 | | | |
| Clearview Electric Inc. | | | 1 | | | |
| Community Power & Utility LLC | | | 1 | | | |
| Competitive Energy Services, LLC | | | 1 | | | |
| Converge, Inc. (LR Sub-Sector) | | | | 1 | | |
| Concord Municipal Light Plant | | | | | 1 | |
| Connecticut Central Energy, LLC | | | 1 | | | |
| Conn. Municipal Electric Energy Cooperative | | | | | 1 | |
| <i>Connecticut Transmission Municipal Electric Energy Cooperative d/b/a The Transmission Authority</i> | | | | | | |
| <i>Energy New England LLC</i> | | | | | | |
| Connecticut Office of Consumer Counsel (O) | | | | | | 1 |
| Connecticut Resources Recovery Authority | | | | | 1 | |
| Conservation Law Foundation (O) | | | | | | 1 |
| Conservation Services Group, Inc. (LR Sub-Sector) | | | | 1 | | |
| Consolidated Edison Energy, Inc. | | | 1 | | | |
| <i>Consolidated Edison Development, Inc.</i> | | | | | | |
| <i>Consolidated Edison Solutions, Inc.</i> | | | | | | |
| <i>Consolidated Edison Co. of New York, Inc.</i> | | | | | | |
| Corinth Wood Pellets LLC (L) | | | | | | 1 |
| <i>Corinth Energy LLC</i> | | | | | | |
| Covanta Maine, LLC (RG Sub-Sector) | | | | 1 | | |
| <i>Covanta Energy Marketing, LLC</i> | | | | | | |
| <i>Covanta Haverhill Associates, LP</i> | | | | | | |
| <i>Covanta Projects of Wallingford, L.P.</i> | | | | | | |
| CP Energy Marketing (US) Inc. | | | 1 | | | |
| Darby Energy, LLLP | | | 1 | | | |
| <i>SIG Energy, LLLP</i> | | | | | | |
| Danvers Electric Division | | | | | 1 | |
| DB Energy Trading, LLC | | | 1 | | | |
| DC Energy, LLC | | | 1 | | | |
| Devonshire Energy LLC | | | 1 | | | |
| <i>Backyard Farms LLC</i> | | | | | | |
| <i>Backyard Farms Energy LLC</i> | | | | | | |
| DFC-ERG Milford, LLC (RG Sub-Sector) | | | | 1 | | |



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



**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Clearview Electric, Inc.

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



Granted: 05/22/13

Aaron Downing

Aaron Downing
PSNH Supplier Services



Liberty UtilitiesSM

COMPLETION OF EDI TESTING

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).

A handwritten signature in black ink that reads "Deborah M. Gilbertson".

Deborah M. Gilbertson, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053

**Clearview Energy – New Hampshire Sales Agreement and Terms of Service
For Residential and Small Commercial Customers**

Product Information Chart

| | |
|-------------------------------|--|
| Account Number: | |
| Effective Date: | |
| Account Name: | |
| Service Address: | |
| Product Name: | ClearGreenGuarantee6™ |
| Energy Type: | Renewable Energy Product |
| Product Description: | Fixed Kilowatt Rate Product |
| Agreement Term: | 6 month fixed rate term starting on the Effective Date |
| Electric Supply Rate: | Per kilowatt hour |
| Monthly Base Charge: | No |
| Early Termination Fee: | \$100.00 |

This Agreement is for electric supply service between Clearview Electric, Inc. dba Clearview Energy ("Clearview Energy") and Customer. Customer and plan information can be found in the Product Information Chart. The Product Information Chart is hereby made an integral part of this Agreement. Clearview Energy is licensed as a Competitive Electric Power Supplier ("CEPS") by the New Hampshire Public Utilities Commission ("PUC") [License # Pending]. 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 five (5) calendar days from this Agreement's postmark date by contacting 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 Plan Information Box. The price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, and stranded cost recovery charge.

2a. Fixed Kilowatt Rate Product – Clearview would only propose a change to any term of a fixed kilowatt rate product, excluding price,

due to new or modified federal, state or local laws. You will be notified by the process described in Change of Terms for any proposed.

2b. Month-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. If applicable, the Monthly Base Charge may also fluctuate outside of any applicable promotion.

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.

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, Clearview Energy reserves the right to terminate supply services. 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

4a. Renewable Energy Product – Supports renewable energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

4b. Traditional Energy Product – Traditional energy products sourced by a combination of coal, natural gas, nuclear, hydropower and/or other renewable energy sources. The renewable sources may include wind, solar, geothermal and/or biomass.

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 thirty (30) 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. Month-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 thereafter rates may change at Clearview Energy's discretion outside of any applicable promotion. This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term").

6. Termination

6a. Fixed Kilowatt Rate Product – If you terminate this Agreement prior to its expiration, you will be charged an Early Termination Fee. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, you may terminate this Agreement 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. Month-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 the termination in accordance with its rules. To cancel, please contact Clearview Energy at 1.800.746.4702. There is no penalty for cancellation of variable month-to-month products.

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. Dispute Resolution Process

If you have any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702. If you are not satisfied with the resolution after speaking with a Clearview Energy representative, then you may contact the PUC. For your convenience, the PUC's contact information has 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. 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 there under, to another licensed energy supplier. In the event the Agreement will be transferred, you will receive a notice fourteen (14) days prior to transfer of service in accordance with Puc 2004.05(k) and (l).

10. 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.

11. 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 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.

12. Limitations of Liability

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.

13. 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: account name and number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service. Clearview Energy will not provide or sell such information to any other party without your consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.

14. National Do Not Call Registry

To register your phone number 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.

15. Electric Assistance Program

The PUC offers an electric assistance program for low income customers. Information on the programs can be found at www.puc.nh.gov/consumer/electricassistanceprogram.htm.

16. Power Outages and Emergencies

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

17. 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
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

IRONSHORE INDEMNITY INC.

BOND RIDER

To be attached to and form a part of Clearview Electric, Inc. - Utility Bond
Bond No. SUR60000562 Dated October 1, 2015 of 1201 Elm Street,
Suite #3200, Dallas, TX 75270 , as Principal, and
Ironshore Indemnity Inc. , as Surety, in favor of New Hampshire Public Utilities Commission,
21 S Fruit Street, #10, Concord, NH 03301 , as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below:
THIS RIDER WILL CHANGE AND AMEND THE BOND PENALTY AS FOLLOWS:

Current Bond Amount: \$100,000.00
New Bond Amount: \$350,000.00

Said Bond shall be subject to all terms, conditions, and limitations, except as herein expressly modified.

This Bond Rider shall become effective: March 21, 2017

IN WITNESS WHEREOF,

caused its corporate seal to be hereunto affixed

this: January 17, 2017

IRONSHORE INDEMNITY INC.


Bonnie J. Rowe, Attorney-In-Fact

POWER OF ATTORNEY

Ironshore Indemnity Inc.

III-60000562

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra L. Fusinetti, Deborah Neichter, Jill Kemp, Theresa Pickerrell, Sheryon Quinn, Bonnie J. Rowe, Amy Meredith, Lynnette Long, Barbara Duncan, Mark A. Guidry, Michele Lacrosse, Michael Dix, Rebecca M. Reid, Leigh McCarthy and Summer A. Betting its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 2nd day of July, 2013.

IRONSHORE INDEMNITY INC.



By [Signature]
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 2nd day of July, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19



By [Signature]
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 17th Day of January, 2017.



[Signature]
Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."