

New Department of Energy 21 South Fruit Street, Suite 10 Concord, NH 03301 <u>Registrations@energy.nh.gov</u>

SENT VIA ELECTRONIC MAIL & UPS (Tracking No. 1Z8492670299111177)

Re: CEPS Renewal Registration

Clearview Electric, Inc. d/b/a Clearview Energy

ATTN: New Department of Energy

Clearview hereby submits Clearview's renewal for registration as a Competitive Electric Power Supplier ("CEPS") please find the attached.

Attachments

- 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 2006.0l(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 2006.0l(i).
- Attachment C Evidence of Clearview's ISO-NE market participant membership. See Puc 2006.01 (i).
- Attachment D Electronic Data Interchange certificates from each electric distribution utility in whose franchise areas Clearview intends to operate. *See* Puc 2006.0l(k).
- Attachment E Information required by Puc 2006.0l(p)(3) (settlements) and Puc. 2006.01p(4)(pending investigations or complaints).
- Attachment F- Copy of customer contract. *See* Puc 2006.01(w).
- Attachment G Information required by Puc 2006.0l(o) (customer complaints).
- Attachment H Financial Security Instrument. *See* Puc 2003.02(a)(2) and 2003.03. Duplicate copy original

Respectfully submitted,

Laura Sillas

Laura Sillas Director of Regulatory Affairs Clearview Electric, Inc. O: 214.884.1745 F: 972.546.9991 Isillas@clearviewenergy.com

Encl

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 Department 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.*

		tion is for an initial registration or for a renewal. Initial 🛄 Rene 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)		901 Main Street, Ste 4700				
	Business Mailing Address	Dallas, TX 75202				
	Telephone Number	800-746-4702				
	E-Mail Address	Regulatory@clearviewenergy.com				
	Website Address	www.ClearviewEnergy.com				
Puc 2006.01(c)		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				
	Dusiness Mailing Address	901 Main Street, Ste				
	Business Mailing Address	Dallas, TX 75202				
	Telephone Number	214-746-6363				
	E-Mail Address	Execs@ClearviewEnergy.com				
	Name	Nicole Steele				
	Title	Chief Administrative Officer				
		901 Main Street, Ste 4700				
	Business Mailing Address	Dallas, TX 75202				
	Telephone Number	214-884-1729				
	Email Address	Regulatory@ClearviewEnergy.com				
	Name	Phil Lopez				
	Title	Chief Financial Officer				
	Business Mailing Address	901 Main Street, Ste 4700				
	Business Mailing Address	Dallas, TX 75202				
	Telephone Number	214-884-1776				
	E-Mail Address	Accounting@ClearviewEnergy.com				

1. "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.

	Affiliates and Subsidiaries					
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting busines in New Hampshire. Use additional sheets as needed,					
	Name of Entity					
	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 or case number relative to the filing of any such agreements with the NHDOE or the NHPUC.					
	Name of Entity					
	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 or case number relative to the filing of any such agreements with the NH DOE or the NHPUC.					

2. "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 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
- c) 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	Brenda Luna	
	Title	Manager of Operations	
	Toll-Free Telephone Number (if available)	800-746-4702	
	Telephone Number		
	E-Mail Address	customerservice@clearviewenergy.com	

		Customer Complaints Contact
Puc 2006_01(g)(1)	Name	Lennie Phillips
	Title	Sr. Customer Relations Specialist
	Business Mailing Address	901 Main Street, Ste 4700
		Dallas, Texas 75202
	Telephone Number	
	E-Mail Address	CustomerConcerns@ClearviewEnergy.com

		Regulatory Compliance Matters Contact
Puc 2006.01(g)(2)	Name	Laura Sillas
	Title	Director of Regulatory Affiars
	Business Mailing Address	901 Main Street, Ste 4700
		Dallas, Texas 75202
	Telephone Number	214-884-1745
	E-Mail Address	Regulatory@ClearviewEnergy.com

Department of Energy Assessment Payments Contact					
Puc 2006.01(g)(3)	Name	Phil Lopez			
	Title	Chief Financial Officer			
		901 Main Street, Ste 4700			
	Business Mailing Address	Dallas, Texas 75202			
	Telephone Number				
	E-Mail Address	Accounting@ClearviewEnergy.com			

Se	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 N. H. 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 	
Puc 2006.01(j)	doing business under the trade name. 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			
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			
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.			
List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.			
DE, IL, MA, MD, ME, NJ, NY, OH, PA, RI, DC			

CEPS Registration Form Page 4 of 7

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

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.

		ĩ	(enter	applicable	states/ju	isdictions	in row jus	t below)	Ê	ĩ	
Complaint Type											Total
				1							0
											0
											0
											0
											0
											0
											0
											0
											0
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Total	0	0	0	0	0	0	0	0	0	0	0

	Statements Regarding Applicant and its Principals					
Respond to each of the following questions with either "Yes" or "No."						
Puc 2006,01(p)(1)						
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?	NO				
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?	NO				
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 occur related circumstances. Use additional sheets as needed.	rrence and the				
	SEE ATTACHMENT E					

	Telemarketing	
Рис 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	NO
	If the response to the question above is "Yes," then respond to the following three questions:	-1.
Puc 2006_01(r)(1)		
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	
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?	

	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 attach	iments:				
Puc 2006.01(l)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and guality assurance.					
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(l)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.					
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.					
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.					

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 in separate attachment.	tends 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."					
	If the response to the question above is "Yes," then provide the following item as a separate attachn	ient:			
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. SEE ATTACHMENT H				
	File the original, executed financial security instrument with the Department of Energy. 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 NH Department of Energy by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Department of Energy.				
	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.	Date

Attestation and Signature					
Puc 2006.01(y) and (2)	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: CHIEF ADMINISTRATIVE OFFICER	1/31/2024 Date			

	Filing Instructions
	paper copies of this form and all separate attachments to: Energy, 21 South Fruit St., Suite 10, Concord, NH 03301
2) E-mail a PDF of this form registrations@energy	n and all separate attachments to: nh.gov

State of New Hampshire Department of State

Clearview Electric, Inc. ATTACHMENT A Pursuant to Puc. 2006.01(h) Page 1 of 1

CERTIFICATE

I, David M. Scanlan, 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 concerned.

Business ID: 632620 Certificate Number: 0006532539



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of January A.D. 2024.

David M. Scanlan Secretary of State

1/9/24, 3:41 PM		0	QuickStart	Clearview Electric, Inc. ATTACHMENT B
Business Information	formation			Pursuant to Puc. 2006.01(i) Page 1 of 1
Business Details	ails			
	Business Name: CLEARVIEW ENERGY	VIEW ENERGY		Business ID: 807491
	Business Type: Trade Name	Name		Business Status: Active
	Expiration Date: 11/20/2028	2028		Last Renewal Date: 6/22/2023
	Business Creation Date: 11/20/2018	/2018	Na	Name in State of Formation: Not Available
	Date of Formation in Jurisdiction: 11/20/2018	/2018		
	Principal Office Address: 901 N	Principal Office Address: 901 Main St., Suite 4700, Dallas, TX, 75201, USA		Mailing Address: 901 Main St., Suite 4700
	Business Email: Regula	Business Email: Regulatory@clearviewenergy.com		Phone #: 214-884-1725
	Notification Email: Regula	Notification Email: Regulatory@clearviewenergy.com		Fiscal Year End Date: NONE
Principal Purpose	pose			
S.No	NAICS Code		NAICS Subcode	
-	Utilities		Other Electric Power Generation	r Generation
Page 1 of 1, records 1 to 1 of 1	ords 1 to 1 of 1			
Trade Name Information	Information			
Business Name			Business ID	Business Status
Trade Name Owned By	Owned By			
Name			Title	Address
Clearview Electric Inc.	ric Inc.		Business	Good Standing
Trademark Information	nformation			
Trademark Number	umber Trademark Name	Name	Business Address	Mailing
			No records to view.	

NEPOOL Participants Alpha by Voting Member Related Persons indented beneath

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	Umber LLC							



Clearview Electric, Inc. ATTACHMENT D Pursuant to Puc. 2006.01(k) Page 1 of 3

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 <u>May 20, 2013</u> Date Joel Andruski Associate Energy Analyst Unitil Service Corp. 6 Liberty Lane West Hampton, NH 03842-1720 EL_supplierservices@unitil.com Clearview Electric, Inc. ATTACHMENT D Pursuant to Puc. 2006.01(k) Page 2 of 3

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 Oar Porning

Auron Louning Aaron Downing PSNH Supplier Services Clearview Electric, Inc. ATTACHMENT D Pursuant to Puc. 2006.01(k) Page 3 of 3

Sor

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Liberty Utilities

COMPLETION OF EDI TESTING

This is to certify that on February 26th, 2016

Clearview Electric, Inc.

SOR

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Code of Administrative Rules, Section PUC 2003.01(d). completed all of the requirements of New Hampshire

Multon

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

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SOR



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?

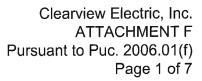
Response:

- 1. 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.
- 2. 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 entering 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:

Clearview or any of its principals are not the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.





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.				

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

charge, and taxes.

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

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, 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. 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 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. 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. There is no penalty for cancellation of variable monthto-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

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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

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. <u>Severability</u>

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

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. Limitations of Liability

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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 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

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

		E٢	IERGY™	VIEW				
	Environn	nental Informati	on for Ele	ectric Power Su	pply in	New Hampshi	re	
The follo	owing environmental	Provided by: Clearv information is an estima	te is for elect	Inc. DBA Clearview Ene tricity supplied by Clear ted May 2020			ecember 31, 2019.	
competitive suppliers and	electric utilities, and to p	ovide information about the	environmental a	and public health impacts of	electric gene	ration. Further information	ation to evaluate services offe can be obtained by calling yo uc nh gov or on your electric p	our electric
	Power Sources					Air Emissions		
(Janu	ary 2019-December 2	019)			(January	1, 2019 - December 3	31, 2019)	
This supplier provided	electricty with the foll Mix of resources	owing NEPOOL System	٢			from this supplier's e all New England pow	lectricity mix to average er sources.	emissio
lanuary	1, 2019 - December 3	1, 2019			January	1, 2019 - December 3	31, 2019	
Power Sources	Supplier's Mix	New England Mix		Air Emission		Supplier's Mix	New England Mix	
Coal	0.0%	2.46%		MWI	h)	(Lbs/MWh)	(Lbs/MWh)	
Dil	0.0%	4.92%						
Natural Gas	0,0%	40,86%		Sulpher Diox	ide (SO2)	0	1.10	
luclear	0.0%	28.25%						
iolar	0.0%	3,80%						
Wind	0.0%	3.43%						
Biomass	0.0%	2.23%		~				
Captured Methane	0.0%	0.00%		Nitrogen Oxide	s (NOx)	0	0.98	
lydroelectric	100.0%	7.48%						
Geothermal	0.0%	0.00%						
Aunicipal Solid Waste	0.0%	0.68%		1				
Other	0.0%	5.90%		Carbon Dioxide	(CO2)	0	785.35	
Total	100%	100.0%	-					
			IN	otes: lbs/MWh=pound	. –			
				1 Megawatt-	hour= 1,00	0 kilowatt-hours		
Additional Information								
Power Sources: New	v Hampshire law requ			odically provide inform ew Hampshire custom		neir customers on the	mix power sources used	l by the
and aggravation of e	xisting cardiovascular	ntaining sulfur are burn disease. SO2 combines	ed, primarily with water a	coal and oil. Major heand oxygen in the atmos	alth effects sphere to fo	orm acid rain, which r	include asthma, respirat aises the acid level of lal level ozone (or smog), a	kes and

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 G Pursuant to Puc. 2006.01(o) Page 1 of 1

Complaint Type	CT	ă	DC DE IL	-	MA	MA MD ME NH	ME	HN	NJ NY OH	14 0	The second second	PA RI		LX Gr	TX Grand Total
Billing		m	2	58	114	33	ഹ	ᠳ	58	m	m	69	18	9	373
Misrepresentation			2 16	45	25	S			25		53	28	48		248
Other		., Н	2	m	13	2	Ч		S	1	m	7	ഹ	ч	46
Service Cancellation			7	5	9	7			∞	ŝ	4	6	9	H	55
Unable to Reach CS									1		7			2	5
Unauthorized Enrollment		1	14 23	113	52	59	4	2	122	2	68	68 129 173	173		766
Unprofessional Behavior			1	∞ ⊸	ŝ						∞	4	4		32
Unsolicited Contact				-0	H						4	7	7		16
Grand Total		4 2(20 50	241	214 106	106	10	m	3 219 15 145 248 256 10	15	[45	248	256	10	1541

Clearview Electric, Inc. ATTACHMENT H Pursuant to Puc. 2003.01(b)(2) Page 1 of 2

Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202

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

Date: 07-Dec-23

Rc: Clearview Electric, Inc. 901 Main St. Suite #4700 Dallas, TX 75202 Bond #: 2413547

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

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, 2027, 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 occuring 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 7th day of DECEMBER, 2023.



Great American Insurance Company Surely By Attorney-in-Fact Barbara Duncan

Clearview Electric, Inc. ATTACHMENT H Pursuant to Puc. 2003.01(b)(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

POWER OF ATTORNEY

No. 0 21769

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 JILL KEMP BARBARA DUNCAN MARK A. GUIDRY JACOB MOTTO LYNNETTE LONG This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

Attest

Name SUSAN RITTER THERESA HINTZMAN AMY SMITH LEIGH MCCARTHY JENNIFER EDWARDS

Address ALL OF LOUISVILLE, KENTUCKY

day of

GREAT AMERICAN INSURANCE COMPANY

Limit of Power ALE \$100,000,000

2022

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

Assistant Secretary

officers and its corporate seal hereunto affixed this

MARK VICARIO (877-377-2405)

SEPTEMBER

On this 27TH day of SEPTEMBER , 2022 , 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 scal 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.

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

27TH



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

Susan a Lohoust

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 Divisonal 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 foregoing 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 effect.

day of

Signed and sealed this



Decent the C.B_ Assistant Secretary

S1029AH (03/20)