



Titan Gas, LLC DBA CleanSky Energy

346-327-3128

[aekisola@cleanskyenergy.com](mailto:aekisola@cleanskyenergy.com)

February 18, 2022

Executive Director  
New Hampshire Public Utilities Commission  
21 South Fruit St.,  
Suite 10  
Concord, NH 03301

**RE: Competitive Electric Power Supplier Registration for Titan Gas LLC dba CleanSky Energy ("CleanSky Energy")**

Dear sir/madam,

We hereby submit additional documentation in support of our initial registration application as a competitive electric power supplier (CEPS) in New Hampshire.

Enclosed are the following documents:

1. EDI Certification for Eversource Energy
2. Financial Security Instrument (Bond)
3. Terms of Service and Contract Summary
4. Updated chart on complaints
5. Deposition of complaints for 2 calendar years

For transparency, we have included our customer count for that period (2years) in PA and OH to indicate that the ratio of complaints to the customer count was low. In addition, the high billing dispute we had back in September of 2020 like most of the complaints we received during the two years was mainly due to customers switching to our variable product from a fixed price. These customers had failed to respond or act to our renewal notices and in some cases had filed a complaint that they were switched without their consent. We had provided evidence to the contrary and continued business in those states. We believe that most of our customers within these states experienced quality service and are still experiencing good customer services from our organization presently.

Should you have any questions regarding this submission, or require additional information, please contact me at 346-327-3128.

Sincerely,

A handwritten signature in black ink, appearing to read "Ayo Ekisola", written over a white background.

Ayo Ekisola

Manager, Compliance and Regulatory Affairs

Enclosure

**Public Service Company of New Hampshire  
(d/b/a) Eversource Energy**

**Certificate of Completion**

*is hereby granted to:*

**CleanSky Energy**

*to certify that they have completed to satisfaction*

**NH Supplier Training**

*Granted: 02/18/22*



*Aaron Downing*

**Aaron Downing  
Eversource Supplier Services**

BOND NO. S2704441

KNOW ALL MEN BY THESE PRESENTS THAT WE, Titan Gas, LLC dba: CleanSky Energy as Principal, and Platte River Insurance Company, a corporation duly organized and doing business under and by the virtue of the laws of the State of NE and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of New Hampshire, as Surety, are held and firmly bound onto the NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION, as Obligee, in the sum of ONE HUNDRED THOUSAND AND 00/100 Dollars (\$100,000.00) for the payment whereof well and truly be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden Principal has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the Principal must act in accordance with Section PUC 2000 of the New Hampshire Code of Administrative Rules to assure compliance with applicable provisions of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utilities Commission by the Principal as a licensed applicable to a competitive electric power supplier as required by PUC 2000.

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to a Competitive Electric Power Supplier licensed in the State of New Hampshire and deliver electricity at retail in accordance with contracts, agreements, and arrangements, then this obligation shall be void and of no effect.

PROVIDED, HOWEVER,

1. The effective date of this bond is January 14, 2022 through January 14, 2023. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to the termination date of this bond.
3. No claim shall be had or maintained against the Surety on this instrument unless such be brought and instituted and no suit shall be maintained against the Surety unless it be brought within six (6) months from the termination or expiration date of the bond.
4. The New Hampshire Public Utilities Commission may submit a claim if and when the Principal has failed to make required payment(s) and/or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission during the term of this bond.
5. If any conflict or inconsistency exists between the Surety's obligations or undertaking as described in this bond and as described in the underlying obligations, then the terms of this bond shall prevail.
6. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, the Obligee shall return this bond to the Surety at its address at:

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions herein.

SIGNED AND SEALED THIS 14<sup>th</sup> DAY OF January, 2022

Titan Gas, LLC dba: CleanSky Energy

By:

Platte River Insurance Company

By: *Tracie House*  
Tracie House, Attorney-in-fact

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

S2704441

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Tracie House

Name of licensed Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$ See Bond Form for S2704441 on behalf of Titan Gas, LLC dba: CleanSky Energy  
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary

STATE OF WISCONSIN  
COUNTY OF DANE

} S.S.:



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

On the 3<sup>rd</sup> day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN  
COUNTY OF DANE

} S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14th day of January, 2022



*Antonio Celii*

Antonio Celii  
General Counsel, Vice President & Secretary



**CONTRACT SUMMARY**  
 Electric supply service in EVERSOURCE

NEW HAMPSHIRE	_____ 12 Months at 0.000c/kWh;		
<b>PRODUCT NAME</b>			
<b>LENGTH OF THE AGREEMENT</b>	12 monthly billing cycles.		
<b>FIXED PER KWH PRICE</b>	\$0.0000/KWH		
<b>CHARGES</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.		
<b>FIXED PRICE RESIDENTIAL CUSTOMERS WHO USE</b>	500 kWh	1000 kWh	1500 kWh
<b>WILL PAY</b>	0.00000	0.00000	0.00000
<b>ENVIRONMENTAL CHARACTERISTICS</b>	100% Wind Renewable product. See Environmental Disclosure Label		
<b>EARLY TERMINATION FEE</b>	Yes. \$____. Fees may not apply under some situations. See Terms of Service.		
<b>LATE PAYMENT FEE</b>	No		
<b>RENEWAL TERMS</b>	At the end of the Initial Term, the Agreement will either automatically renew on a month-to-month basis at a variable price per kWh with no early cancellation fee or at a new fixed rate depending on the plan selected unless the agreement is terminated or transferred within five (5) days following the renewal notice. See Terms and Conditions for additional details.		
<b>ELECTRIC ASSISTANCE PROGRAM</b>	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.		

Your Utility will remain responsible for the delivery of power to your home and will continue to respond to any service calls and emergencies. Switching to CleanSky Energy will not impact the reliability of your electric service. Your Utility will continue to bill you on their regular billing cycles, and their bill will include the charges under your Agreement with CleanSky Energy. Your payments will be due as set out in those bills.

ELECTRIC LICENSE: \_\_\_\_\_  
RESIDENTIAL AND SMALL COMMERCIAL  
TERMS OF SERVICE - FIXED AND VARIABLE PRODUCTS  
NEW HAMPSHIRE MARKETS

This is an agreement for electric supply service between Titan Gas, LLC dba CleanSky Energy ("CleanSky" or "CSE") and Customer ("you" or "Customer"), for the service address(es) set forth in Customer's contract summary ("Contract Summary") or Energy Service Agreement ("ESA"). Together, the Contract Summary or ESA, including the terms of service set forth herein, collectively describe Customer's agreement to purchase electric generation service from CleanSky Energy ("Agreement"). This Terms of Service ("TOS") document details the procedures and terms of the Agreement and is generic with regards to specific pricing and contract terms. The Contract Summary and/or ESA provides such product offer details and required contract disclosures.

CleanSky Energy is licensed by the New Hampshire Public Utilities Commission ("NHPUC") as an electric supplier in the state of New Hampshire. Our electric license number is \_\_\_\_\_.

**Contact Information:**

For questions concerning Customer's rate, service initiation, or service cancellation, please contact CleanSky Energy using the contact information below:

CleanSky Energy 3355 W. Alabama, Suite 500 Houston, TX 77098	Toll Free: 888-355-6205 CleanSkyEnergy.com	Hours of Operation: M-F, 8 a.m.– 7 p.m., EST <a href="mailto:CustomerCare@CleanSkyEnergy.com">CustomerCare@CleanSkyEnergy.com</a>
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**24-Hour Outage Report Numbers**

In the event of a power outage, please contact the Utility using the contact information below:

Eversource 1-800-662-7764

**Rescission:** Residential customers may rescind this Agreement without fees or penalties any time before midnight of the eleventh (11<sup>th</sup>) business day of receiving this Agreement. Customer may rescind in writing, orally, or electronically via email. Please provide name, address, phone number, and account number and a statement that Customer is rescinding under the eleven (11) days Right of Rescission. Any cancellation after the eleventh (11) day period may be subject to the assessment of early termination fees as described below in this Agreement and specified in Customer's ESA or Contract Summary. If Customer is enrolled online or electronically via one of CleanSky Energy's sales partners, Customer has consented to be enrolled within 24 hours of his or her original authorization.

**Length of Agreement (Term):** This Agreement shall become effective as of the enrollment date and shall commence on the first utility transfer date ("Effective Date") of the service address(s) as specified at the time of enrollment, and continue for the duration of the specified term herein, unless terminated pursuant to the attached Agreement. This Agreement shall remain in effect until the latest date of the final meter read ("Termination Date") of said service address(s) specified herein unless otherwise agreed to by the Parties in writing.

**Contract Expiration Notices:** If Customer has a fixed term contract approaching the expiration date, or whenever we propose to change the Terms of Service for any type of contract, Customer will receive a separate written notification approximately forty-five (45) days before the expiration of your initial term. This notification will explain Customer's options going forward. If Customer selects a new Price Plan after receiving the 'renewal notice' and prior to the expiration of Customer's agreement, Customer's Price Plan will begin the day after the Agreement's expiration.

Following the term of Customer's Agreement, service will continue for successive one (1) month periods on our variable Price Plan if no alternate option is selected prior to the expiration of the original term. If Customer is currently a CleanSky Energy customer on a month-to-month variable plan and has selected a new Price Plan, the new plan will become effective within 24 hours of Customer's renewed service request. If this new Price Plan becomes effective during the middle of Customer's billing cycle, the next bill may be prorated.

**Pricing.** Customer's specific rate and price plan are disclosed at the time of enrollment or renewal and confirmed in the Contract Summary or Energy Service Agreement. CleanSky Energy's Price Plans are described below for residential and small commercial customers.

**Fixed Rate Price Plans for Residential Customers:** CleanSky's fixed rate price plans have a term of three (3) or more months. Customer will be billed at the fixed rate for the number for billing cycles as specified by the term of Customer's Agreement. Residential customers will pay the fixed rate per kilowatt-hour as specified at the time of enrollment and confirmed in the Contract Summary or ESA. Customer will be billed at the fixed rate for the number for billing cycles as specified by the term of in his or her Agreement. Customer may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed at the time of enrollment in the Contract Summary or ESA. CleanSky may adjust Customer's fixed price if Customer's meter was not designated as residential upon enrollment, or, if during the term, Customer's meter designation is changed to non-residential.

**Fixed Rate Price Plans for Small Commercial Customers:** A small commercial customer is a non-residential customer that has a peak electricity demand as specified in the utility's tariffs. Customer will be billed at the fixed rate for the number for billing cycles as specified by the term of Customer's Agreement. Small commercial customers will pay the fixed rate per kilowatt-hour as specified at the time of enrollment and

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confirmed in the Contract Summary or ESA. Customer will be billed at the fixed rate for the number for billing cycles as specified in the Contract Summary or ESA. Customer may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed at the time of enrollment in the Contract Summary or ESA. CleanSky may adjust Customer's fixed price if Customer's meter was not designated as small commercial upon enrollment, or, if during the term, Customer's meter designation is changed from small-residential.

**Variable Rate Price Plans for Residential and Small Commercial Customers:** The price for the first month of electric supply service under this Agreement is specified in the Contract Summary or ESA provided either at the time of enrollment or included in the contract expiration notice provided towards the end of Customer's fixed Agreement. The variable, month-to-month, electricity supply price can increase or decrease each month and is set each month at CleanSky's discretion. **There is no limit on how much the price may change from one billing cycle to the next.** Contributing data points to the electric variable rate include: the cost of electricity acquired by CleanSky from all sources (including energy, capacity, settlement fees, and ancillary costs) related transmission and distribution charges, renewable-energy compliance charges, and other market-related factors, plus all applicable taxes, fees, charges, and other assessments including CleanSky's costs, expenses, and profit margins. The underlying costs are a derivative of the PJM Energy Market, where no "price ceiling" exists. The monthly variable price will be communicated in the monthly invoice from the utility. There is no limit on how much the price may change from one billing cycle to the next. Customer or CleanSky may cancel Variable Price Plan agreements any time without penalty or fee. To obtain CleanSky Energy's average billed pricing since inception, call toll-free at 1-888-355-6205 or go to [CleanSkyEnergy.com/variable-rate-history](http://CleanSkyEnergy.com/variable-rate-history). Historical pricing is not indicative of present or future pricing.

Please note that these prices apply only to the price of electricity supply only, not to the other charges associated with the transmission and distribution of the electricity. Customer's price does not include applicable New Hampshire sales tax or any other local tax. Non-recurring fees as charged by the Utility include, but are not limited to, out of cycle meter readings, meter test fees, disconnect and reconnection fees, etc. Customer is responsible to Utility for these other charges relating to the delivery of electricity to Customer's residence or small commercial premise.

**Cancellation and Early Termination Fees:** If this Agreement is terminated prior to the end of the Term, both residential and small commercial customers may pay an early termination fee. The cancellation fee, if applicable, will be specified in Customer's Contract Summary or Energy Service Agreement.

Customer may cancel this Agreement without penalty any time before midnight of the eleventh (11) business day after the date of enrollment. After such rescission period, Customer may cancel this Agreement at any time by calling CleanSky Energy at 1-888-355-6205, or by sending an email to [CustomerCare@CleanSkyEnergy.com](mailto:CustomerCare@CleanSkyEnergy.com), however Customer may be required to pay the early termination fee as specified above. Customer may also cancel this Agreement without penalty if he or she or the small business moves to another location and provides a forwarding address and, if required, reasonable evidence that Customer no longer occupies the service address. If Customer requests to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date CleanSky Energy notifies Customer's Utility. Customer will be responsible for all payments due hereunder until the cancellation of electric and generation service is completed.

If for any reason CleanSky Energy is no longer able to economically continue this Agreement, CleanSky Energy may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of CleanSky Energy if Customer fails to meet any of the terms and conditions of this Agreement or if any of the information Customer has provided to CleanSky Energy is or becomes untrue. CleanSky Energy will provide you a 30 (thirty) day notice of termination. If this Agreement is canceled, expires, or otherwise terminated, Customer will receive uninterrupted service from the Utility until another provider of electric generation service is designated or service is shut off by the Utility. Only the Utility may shut off Customer's electric power.

**Renewable Energy Price Plans**

**Electricity:** CleanSky Energy purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of Customer's electricity usage. CleanSky's renewable Price Plan rates include a charge for the purchasing of RECs. CleanSky will (directly or indirectly) retire, on Customer's behalf, non-certified RECs resulting from electricity generated from renewable energy sources, which may include solar, wind, hydro, or any other zero-emission source. CleanSky guarantees our Customer's electricity usage is offset with a direct investment in 100% RECs in an amount sufficient to match Customer's annual consumption from the Electric Distribution Company ("EDC"). Applicable renewable energy sources will be from or connected to the PJM regional electricity control area. Each REC represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource to the grid. Customer will not have electricity from a specific generation facility or renewable energy source delivered directly to Customer's meter. CleanSky may take up to three (3) months after the end of the calendar year to retire RECs needed to fulfill the obligations of this product. CleanSky will not be liable to Customer or other parties for advertising assertions associated with CleanSky's renewable offers. CleanSky Energy does not own, and we are neither a subsidiary nor affiliate to any coal, oil, gas, or nuclear generation facility.

**Billing and Payment:** Customer will receive one bill ("Utility Consolidated Billing") from the applicable EDC which includes CleanSky Energy's generation supply charges as well as the EDC's delivery charges. Depending on the selected Price Plan, Customer may receive two (2) separate bills ("Supplier Billing" or "Dual Billing"), one bill from CleanSky Energy for Customer's supply charges, and one bill from the Utility for the delivery charges. In both cases, CleanSky's fees will be reflected separately as itemized charges on Customer's invoice. CleanSky Energy's fees will be reflected separately as itemized charges on Customer's invoice. Customer bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Customer's payment will be due to the EDC by the date specified on the invoice. Except as otherwise provided in this Agreement or by law, Customer shall pay all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement. CleanSky may terminate the contract and transfer Customer back to the Utility on at least fourteen calendar days written notice if Customer fails to pay the bill or fails to meet any agreed-upon payment arrangements. CleanSky reserves the right to assume the billing function for its services. If Customer's Supply service with CleanSky is terminated for non-payment, Customer must pay balance owed, plus any collection fees including all legal fees and costs. The parties' obligations under this Agreement are subject to present and future legislation, orders,

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rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

If applicable, CleanSky Energy will deliver monthly invoices to residential and small commercial customers in electronic format via email, to the email address specified at the time of enrollment or in the Energy Service Agreement, or to such other email address as you direct in writing. Upon written request, Customer may receive an invoice in paper format via US Mail at Customer's designated billing address.

**Material Change:** This may occur if: a) If the customer uses 20% more ("Material Change") than weather normalized historical usage for a month, the kilowatt hours that fall outside the normal usage component is potentially charged at the RT weighted average price. The weighted average is found using the RT LMP price for the zone of the account and the load profile. If a full year of historical usage is not available, the usage may be determined by CleanSky based on a reasonable estimate. b) If Customer anticipates any change in operations at any Customer Account that may result in a Material Change, then Customer must notify CleanSky promptly but no later than 60 days before the anticipated change in operations. At any time after receiving customer's notice of an anticipated Material Change, CleanSky may notify Customer in writing (the "Notification Letter") of adjusted Energy Charge (other than Index Energy Charge) and EMS Fee. Customer may accept the adjusted quantity and price by signing the Notification Letter and returning it to CleanSky within five Business Days of the Notification Letter date. Once accepted, the adjusted Energy Charge, and EMS Fee will be effective on the first Meter Read Date after the expiration of that five Business Day notice period. If Customer does not timely sign and return the Notification Letter, then the Energy Charge, and EMS Fee will not be adjusted and CleanSky may terminate this Agreement as of a specified termination date upon at least five business days' notice to Customer. If CleanSky terminates this Agreement, then Customer will pay CleanSky an ETF and pay CleanSky timely for all charges for electricity sold until each customer account is switched. Any election by CleanSky not to exercise its rights hereunder will not preclude CleanSky's exercise of those rights at a later date.

**Complaints and Dispute Resolution:** Customers may submit a complaint via email to CustomerConcerns@CleanSkyEnergy.com, or verbally by calling 1-888-355-6205 Monday-Friday, 8 a.m. to 7 p.m. eastern standard time. Customers with questions or disputes with their bill should contact CleanSky's customer service to assist. For unresolved issues, Customer must first contact CleanSky Energy or the Utility to try to resolve the problem. If complaint is not resolved within forty-five (45) days after calling CleanSky Energy and/or the Utility, or for general utility information, residential and business customers may contact the NHPUC in one of the following ways: (a) call 1-800-852-3793; Consumer Assistance: 1-800-852-3793; TDD Access-Relay NH: 1-800-735-2964; (b) write: 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; or (c) Visit online at <https://www.puc.nh.gov/index.htm> or (d) email: [puc@puc.nh.gov](mailto:puc@puc.nh.gov) within days of receiving the Company's final answer. If Customer has received a turn-off notice, Customer should call the NHPUC at: 1-800-852-3793. The NHPUC may require Customer to follow-up in writing.

**New Hampshire Budget Billing:** CleanSky's budget billing if applicable allows Customers to pay approximately the same monthly amount for electric service, subject to a semiannual adjustment based on actual consumption. Budget billing may be available to Customers who are not delinquent at the time of enrollment onto the billing option. CleanSky may charge or credit any cumulative balance, as appropriate, at least once every 12 months. CleanSky may collect under-recovered costs and/or refund any over-recovered amounts from Customer annually or upon termination of service to the Customer.

**Credit and Deposits:** If CleanSky Energy is ever required to bill Customer directly, CleanSky reserves the right to determine if Customer's credit standing is satisfactory for originating or continuing electricity service under this Agreement. If CleanSky determines, in its sole reasonable discretion, that Customer's creditworthiness has become unsatisfactory, CleanSky may require Customer to provide collateral in the form of cash or other security in form and amount acceptable to CleanSky. Consistent with applicable law, CleanSky Energy uses uniform income, deposit and credit requirements in determining whether to offer service to its Customers. CleanSky Energy will not require a deposit which exceeds the greater of (i) the sum of the estimated billings for the next three months, or (ii) one-fourth of Customer's estimated annual billing. Deposits will be held in separate interest-bearing accounts. CleanSky will remit to Customer interest earned on his or her deposit when it is returned to Customer or credited to Customer's account. If a deposit is refunded within 30 days of the date of deposit, no interest payment will be paid. If CleanSky keeps the deposit for more than 30 days, payment of interest will be made retroactive to the date the deposit was received by CleanSky. The deposit will cease to draw interest on the date it is returned or credited to Customer's account. Customer deposits held by CleanSky Energy will be refunded to Customer as an invoice credit if no late payments have been applied to Customer's account after twelve (12) consecutive months.

**Customer Protections:** The services provided by CleanSky Energy are protected by the terms and conditions of this Agreement and the NHPUC regulations. Retail suppliers also are subject to New Hampshire's general consumer protection laws, including the Consumer Protection Act, the Telephone Solicitation Act, and the Door-to-Door Solicitation Act. These laws prohibit deceptive and misleading actions by retail suppliers like CleanSky and impose certain requirements for solicitations by phone or at a customer's home. The NHPUC enforces these laws.

**New Hampshire Public Utilities Commission**

21 S. Fruit St., Suite 10  
Concord, N.H. 03301  
1-800-852-3793  
<https://www.puc.nh.gov/index.htm>



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**Your Electric Distribution Company:** You may contact Eversource Energy in one of the following ways:

- (a) Call Customer Service 1-800-662-7764
- (b) Online at <https://www.eversource.com/content/nh>
- (c) PO Box 330  
Manchester, NH 03105-0330

**Customer Information and Authorization:** Customer authorizes CleanSky Energy to obtain information from the utility, including account information, historical and future electric consumption, rate classification, meter readings, characteristics of electric service, and billing and payment information. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. By providing telephone numbers, including wireless and work numbers to CleanSky, Customer expressly consents to being contacted at those numbers by CleanSky or a party calling on behalf of CleanSky for any purpose related to Customer's account, or future possible goods or services, including debt-collection, by a live person, pre-recorded voice, and/or automated dialing. If Customer has utilized an agent or broker to contract energy purchases from CleanSky Energy, Customer authorizes CleanSky to disclose to the agent or broker information pertaining to Customer's electric purchases as applicable. Customer (and Customer's signatory, if signatory is noted as Customer's spouse/civil union partner) agree to CleanSky obtaining a credit report and investigating Customer's (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. CleanSky is not obligated to accept, or continue performing, this Agreement if Customer does not meet CleanSky's credit requirements.

**Written Notice and Electronic Disclosure Authorization:** Written notice includes, but is not limited to, notice by electronic mail to a valid email address provided by Customer. If Customer is enrolling or renewing electronically, Customer is consenting to electronic receipt of all the required disclosures provided during the enrollment process, like the Contract Summary, ESA, and Terms of Service, and monthly billed invoices as applicable. Customer must have a valid email address and is obligated to keep CleanSky Energy informed of any changes to the email address provided during enrollment or renewal, or any changes or withdrawal of consent for the electronic transmission of customer disclosures.

**Changes to Terms of Service.** These Terms of Service may be amended by CleanSky at any time, except that CleanSky may only change the price and Term as specified previously herein. CleanSky will provide written notice to Customer at least 14 days in advance of the date that the change to this Agreement will be applied to the Customer's bill or take effect unless the change benefits Customer. CleanSky is not required to provide notice automatically for material changes that benefit the Customer but will, upon request, provide each document to Customer at any time free of charge. Upon receipt of written notice of a material change, Customer may terminate this Agreement without being assessed an early termination or cancellation fee within 14 calendar days after the date of the notice, unless such change favors Customer.

**Rewards and/or Incentives Programs:** For purposes of receiving any rewards, bonuses and/or incentives, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which CleanSky has not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer. Rewards and/or incentives are also subject to any terms and conditions stated in the offer and as may be located on CleanSky's website(s). More information on the terms and conditions of any reward and/or incentive programs are available by calling 1-888-355-6205. CleanSky reserves the right to disqualify any account holder from participation in rewards and/or incentives programs.

**Force Majeure:** If CleanSky is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. CleanSky will take all reasonable steps to remedy the effect of the Force Majeure event. "Force Majeure" means any act or event that is beyond the reasonable control of CleanSky that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including the utilities in New Hampshire, ISO-NE, aggregators, other suppliers, scheduling entities and agents, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

**Governing Law:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of New Hampshire without regards to its conflict of law principles. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity shall be a "good" for purposes of the UCC.

**Assignment:** This Agreement shall be binding upon and inure to the benefit of, and may be performed by the successors and permitted assigns of the Parties except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor of any of its obligations under this Agreement. Notwithstanding any other provision of this Agreement, Customer agrees that CleanSky Energy shall have the right to pledge this Agreement to its bank or other lending institution(s) and to assign this Agreement, together with all rights and obligations hereunder, to Company's electricity, or such supplier's designee. CleanSky will inform customer 30 days prior to any assignment of the account. Nothing in this provision shall deny CleanSky or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

**No Waiver:** Any failure by CleanSky to enforce any term or condition of Customer's electric service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Customer's service or to exercise rights under this Agreement.

**CLEANSKY ENERGY**  
**RESIDENTIAL & SMALL COMMERCIAL TOS – FIXED & VARIABLE PRICE PRODUCTS**

**Mandatory Arbitration:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”) under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the district in which Customer is located, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in section entitled “Class Action Waiver” below.

**Class Action Waiver:** Any Claim permissible herein must be brought in the party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). Each of the parties expressly waives any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE INDIVIDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

**Warranties:** CLEANSKY ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**Limitation of Liability:** Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. CLEANSKY ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.



**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.

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
	IL	MA	MD	NJ	OH	PA	TX				
ACH PAYMENT UPDATE	0	0	0	0	0	0	1				1
CANCELLATION REQUEST	0	0	3	0	4	5	0				12
MISLEADING SALES PRACTICES	0	3	9	2	5	4	0				23
SLAMMING	1	17	28	7	32	65	0				150
RENEWAL NOTICES NOTRECEIVED	0	0	0	0	9	2	0				11
DO NOT CONTACT LIST (DNC)	0	1	2	0	3	12	0				18
BILLING DISPUTE	0	1	6	2	45	109	0				163
ENROLLMENT DISPUTE	0	0	0	0	0	1	1				2
COLLECTION DISPUTE	0	0	0	0	2	0	0				2
	0	0	0	0	0	0	0				0
	0	0	0	0	0	0	0				0
<b>Total</b>	<b>1</b>	<b>22</b>	<b>48</b>	<b>11</b>	<b>100</b>	<b>198</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>382</b>

Count of Disposition Row Labels	Column Labels			
	OH	PA	Grand Total	
<b>Slamming Unauthorized Enrollment</b>		<b>32</b>	<b>65</b>	<b>97</b>
12/2019		1		1
1/2020		1		1
2/2020		1	4	5
3/2020			2	2
4/2020		2		2
5/2020			5	5
6/2020			2	2
7/2020			4	4
8/2020			4	4
9/2020		1	2	3
10/2020			5	5
11/2020		1	2	3
12/2020		3	3	6
1/2021		1	7	8
2/2021		2	7	9
3/2021			1	1
4/2021		4	2	6
5/2021		2	1	3
6/2021		1	1	2
7/2021		2	3	5
8/2021		3	5	8
9/2021		1		1
10/2021		3	2	5
11/2021		3	3	6
<b>Rate/Billing Dispute</b>		<b>45</b>	<b>109</b>	<b>154</b>
11/2019		1	2	3
12/2019		1	7	8
1/2020		2	3	5
2/2020			5	5
3/2020			3	3
4/2020		1	1	2
5/2020		2	1	3
6/2020		2	6	8
7/2020			7	7
8/2020		6	9	15
9/2020		4	13	17
10/2020			3	3
11/2020		2	3	5
12/2020			5	5
1/2021		1	8	9
2/2021		3	8	11
3/2021		1	2	3
4/2021		3	2	5
5/2021		1	2	3
6/2021			2	2
7/2021		3	6	9
8/2021		4	4	8
9/2021		2	4	6
10/2021		4	3	7
11/2021		2		2
<b>Grand Total</b>		<b>77</b>	<b>174</b>	<b>251</b>

## ENROLL TYPE - FILTERED

(Multiple Items)

Count of Enrollment ID Row Labels	Column Labels		
	Ohio Market	Pennsylvania Market	Grand Total
2019-12	1978	2093	4071
2020-01	2217	2582	4799
2020-02	2010	3030	5040
2020-03	1477	3850	5327
2020-04	190	4041	4231
2020-05	154	3079	3233
2020-06	1294	4063	5357
2020-07	1364	4115	5479
2020-08	1340	3369	4709
2020-10	1930	4038	5968
2020-11	2989	2825	5814
2020-12	2244	2474	4718
2021-01	2765	1889	4654
2021-02	2555	1682	4237
2021-03	14496	2166	16662
2021-04	10652	2929	13581
2021-05	1471	2888	4359
2021-06	1168	3533	4701
2021-07	1061	2839	3900
2021-08	1206	2543	3749
2021-09	1184	3178	4362
2021-10	1006	2698	3704
2021-11	884	3769	4653
<b>Grand Total</b>	<b>57635</b>	<b>69673</b>	<b>127308</b>



**Titan Gas, LLC DBA CleanSky Energy**

**Exhibit – Sample Bill Form**

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CleanSky Energy intends to use only the utility's billing service. No sample bill to deliver.

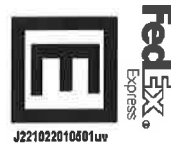
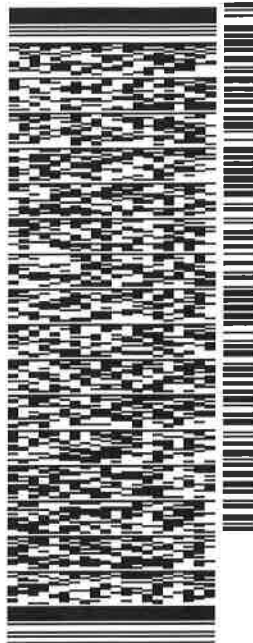
Rec'd - 2/23/22

ORIGIN ID:HOVA (346) 327-3128  
AYO EKSOILA  
CLEANSKY ENERGY  
3355 W. ALABAMA ST  
SUITE 500  
HOUSTON, TX 77098  
UNITED STATES US

SHIP DATE: 18FEB22  
ACTWT: 1.00 LB  
CAD: 104649075/NET/4460  
BILL SENDER

TO EXECUTIVE DIRECTOR  
NH DEPARTMENT OF ENERGY  
21 SOUTH FRUIT ST.,  
SUITE 10  
CONCORD NH 03301  
(603) 271-6550  
NAV: REF: ADDCONH21822  
DEPT:

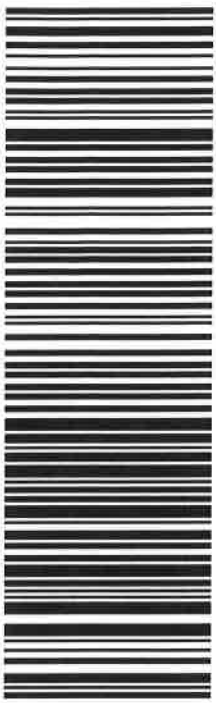
56DJ2027CIFE4A



TRK# 7760 8916 9092  
0201

TUE - 22 FEB 10:30A  
MORNING 2DAY

SE HIEA  
NH-US MHT  
03301



**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.