



Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Commission of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	Titan Gas, LLC
	Trade Name (d/b/a) (if applicable)	CleanSky Energy
Puc 2006.01(b)	Business Mailing Address	3355 West Alabama St., Suite 500 Houston, TX 77098
	Telephone Number	888-355-6205
	E-Mail Address	customercare@cleanskyenergy.com
	Website Address	www.cleanskyenergy.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	TEXAS
Puc 2006.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) ¹ if it is anything other than an individual. Use additional sheets as needed.	
	Name	Alan Biney
	Title	President and CEO
	Business Mailing Address	3355 WEST ALABAMA ST., SUITE 500 Houston, TX 77098
	Telephone Number	346-327-3100
	E-Mail Address	abiney@cleanskyenergy.com
	Name	John Lupo
	Title	Chief Accounting Officer
	Business Mailing Address	3355 WEST ALABAMA ST., SUITE 500 Houston, TX 77098
	Telephone Number	346-327-3104
	Email Address	jlupo@cleanskyenergy.com
	Name	Yara Abdur-Rahman
	Title	Chief Operations Officer
Business Mailing Address	3355 WEST ALABAMA ST., SUITE 500 Houston, TX 77098	
Telephone Number	346-327-3106	
E-Mail Address	yrahman@cleanskyenergy.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 business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	NOT APPLICABLE
	Business Address	
	Telephone Number	- -
	Provide a description of the business purpose of the entity.	
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.	
	Name of Entity	NOT APPLICABLE
	Business Address	
Telephone Number	- -	
Provide a description of the business purpose of the entity.		
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.		

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 that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;
- (c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- (d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.



Customer Service Department Contact		
Puc 2006.01(f)	Name	Audrey Estrada
	Title	Manager, Customer support
	Toll-Free Telephone Number (if available)	888-355-6205
	Telephone Number	346-327-3113
	E-Mail Address	customer@cleanskyenergy.com ; aestrada@cleanskyenergy.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Angela Richardson
	Title	Supervisor, Customer support
	Business Mailing Address	3355 WEST ALABAMA ST., SUITE 500 Houston, TX 77098
	Telephone Number	346-327-3112
	E-Mail Address	customerconcerns@cleanskyenergy.com

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Ayo Ekisola
	Title	Manager, Regulatory Affairs and Compliance
	Business Mailing Address	3355 WEST ALABAMA ST., SUITE 500 Houston, TX 77098
	Telephone Number	346-327-3128
	E-Mail Address	aekisola@cleanskyenergy.com

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	John Lupo
	Title	Chief Accounting Officer
	Business Mailing Address	3355 WEST ALABAMA ST., SUITE 500 Houston, TX 77098
	Telephone Number	346-327-3104
	E-Mail Address	acctspayable@cleanskyenergy.com



Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	<p>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:</p> <p>(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</p> <p>(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.</p>
Puc 2006.01(i)	<p>Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:</p> <p>(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</p> <p>(2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.</p>
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.
Puc 2006.01(k)	Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	<p>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.</p> <p>PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY</p>
Puc 2006.01(m)	<p>Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.</p> <p>EXHIBIT <u>D</u></p>
Puc 2006.01(n)	<p>List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.</p> <p>EXHIBIT <u>E</u></p>



Customer Complaints	
Puc 2006.01(o)	<p>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.</p> <p>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.</p>

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
Total	1	22	48	11	100	198	2	0	0	0	382



Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	NO
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	NO
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	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 occurrence and the related circumstances. Use additional sheets as needed. NOT APPLICABLE	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	YES
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	YES
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	YES

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality 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(t)(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.	



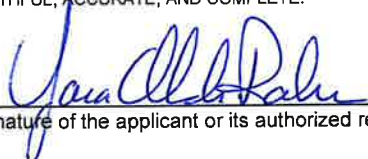
Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	YES
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.	NOT APPLICABLE

Residential and Small Commercial Customer Contracts		
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.	

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.	
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.		

Submit Application Fee (For Initial Applications Only)		
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.	
Note that there is no fee for a renewal application.		

Expected Marketing Start Date		
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	05/02/2022 Date

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>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.</p>  <p>Signature of the applicant or its authorized representative</p> <p>Name: YARA ABDUR-RAHMAN</p> <p>Title: CHIEF OPERATIONS OFFICER</p>	<p>4/21/22 Date</p>

Filing Instructions		
<p>1) Mail an original and two paper copies of this form and all separate attachments to: Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to: Executive.Director@puc.nh.gov</p>		

This bond replaces any prior bond sharing bond number #S2704441

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 OHIO 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 registration as a competitive electric power supplier to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the Principal must act in accordance with Chapter PUC 2000 of the New Hampshire Code of Administrative Rules to assure compliance with rules, regulations, and statutes applicable to a competitive electric power supplier, including, without limitation, the provisions of PUC 2003.03.

NOW THEREFORE, if the Principal shall during the period commencing on the effective 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,

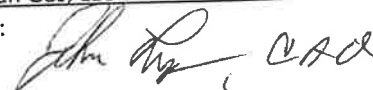
1. The effective date of this bond is May 2, 2022 through May 2, 2023. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, the Surety shall be liable only with respect to occurrence on or before 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 bring a claim against this bond 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.
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: 1600 Aspen Commons, Suite 300, Middleton, WI 53262452

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

SIGNED AND SEALED THIS 21st DAY OF April, 2022

Titan Gas, LLC dba: CleanSky Energy

By:



Platte River Insurance Company

By:



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 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 1st day of January, 2020.

Attest:

RJ Byrnes

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

John L Sennott Jr
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and 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 } s.s.:
COUNTY OF DANE

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 21st day of April, 2022



Andrew B Diaz-Matos

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. S2704441
For Offer, render, furnish or supply electricity or electric generation services to public
Dated effective 01/17/2022 (MONTH, DAY, YEAR)
Executed by Titan Gas, LLC dba: CleanSky Energy, as Principal, (PRINCIPAL)
And by Platte River Insurance Company, as Surety, (SURETY)
And in favor of New Hampshire Public Utilities Commission (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Term Expiration Date	01/14/2023	05/02/2023

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

01/14/2022

(MONTH, DAY, YEAR)

Signed and Sealed

04/21/2022

(MONTH, DAY, YEAR)



Titan Gas, LLC dba: CleanSky Energy
PRINCIPAL

BY

TITLE

Platte River Insurance Company

SURETY

BY

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 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

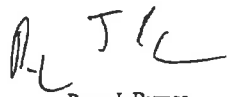
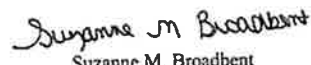
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"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."

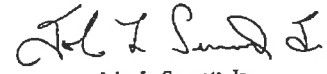
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

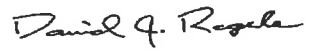


PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and 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
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 21st day of April, 2022.




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

**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 EDI Connectivity and Certification Testing

Granted: 04/05/22

Aaron Downing

*Aaron Downing
Eversource Supplier Services*



**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*





CONTRACT SUMMARY

Electric supply service in EVERSOURCE

NEW HAMPSHIRE	_____ 12 Months at 0.000c/kWh;		
PRODUCT NAME			
LENGTH OF THE AGREEMENT	12 monthly billing cycles.		
FIXED PER KWH PRICE	\$0.0000/KWH		
CHARGES	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.		
FIXED PRICE RESIDENTIAL CUSTOMERS WHO USE	500 kWh	1000 kWh	1500 kWh
WILL PAY	0.00000	0.00000	0.00000
ENVIRONMENTAL CHARACTERISTICS	100% Wind Renewable product. See Environmental Disclosure Label		
EARLY TERMINATION FEE	Yes. \$____. Fees may not apply under some situations. See Terms of Service.		
LATE PAYMENT FEE	No		
RENEWAL TERMS	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.		
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.		

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.

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RESIDENTIAL & SMALL COMMERCIAL TOS – FIXED & VARIABLE PRICE PRODUCTS

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 Energy” 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 Department of Energy (“NHDE”) 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 CustomerCare@CleanSkyEnergy.com
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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 (11th) 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 Energy’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. CSE 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. CSE 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 CSE'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 CSE 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 CSE'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 CSE 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. 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 the system benefit charge, stranded cost recovery charge, applicable New Hampshire sales tax or any other applicable taxes. 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 the 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 [CleanSky Energy at CustomerCare@CleanSkyEnergy.com](mailto:CleanSkyEnergy@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 Plans: CleanSky Energy purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of Customer's electricity usage. CSE's renewable Price Plan rates include a charge for the purchasing of RECs. CSE 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. CSE 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 New England Power Pool 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. CSE 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. CSE will not be liable to Customer or other parties for advertising assertions associated with CSE'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, CSE'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. CSE 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. CSE reserves the right to assume the billing function for its services. If Customer's Supply service with CSE 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 CSE 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 CSE 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, CSE 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 CSE 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 CSE may terminate this Agreement as of a specified termination date upon at least five business days' notice to Customer. If CSE terminates this Agreement, then Customer will pay CleanSky Energy an ETF and pay CSE timely for all charges for electricity sold until each customer account is switched. Any election by CSE not to exercise its rights hereunder will not preclude CSE'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 Energy's customer service to assist. For unresolved issues, Customer must first contact CleanSky Energy to try to resolve the problem. If complaint is not resolved within forty-five (45) days after calling CleanSky Energy, a complaint may be filed with the Utility. For general utility information, residential and business customers may contact the NHDE 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 www.energy.nh.gov or (d) email: energy-info@energy.nh.gov within days of receiving the Company's final answer. If Customer has received a turn-off notice, Customer should call the NHDE at: 1-800-852-3793. The NHDE may require Customer to follow-up in writing.

New Hampshire Budget Billing: CSE'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. CSE may charge or credit any cumulative balance, as appropriate, at least once every 12 months. CSE 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, CSE reserves the right to determine if Customer's credit standing is satisfactory for originating or continuing electricity service under this Agreement. If CSE determines, in its sole reasonable discretion, that Customer's creditworthiness has become unsatisfactory, CSE may require Customer to provide collateral in the form of cash or other security in form and amount acceptable to CSE. 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. CSE 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 CSE keeps the deposit for more than 30 days, payment of interest will be made retroactive to the date the deposit was received by CSE. 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 NHDE 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 NHDE enforces these laws.

New Hampshire Department of Energy

21 S. Fruit St., Suite 10
Concord, N.H 03301
1-800-852-3793
www.energy.nh.gov

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) P.O. Box 330
Manchester, NH 03105-0330

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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 CSE or a party calling on behalf of CSE 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 CSE 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 CSE obtaining a credit report and investigating Customer's (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. CSE is not obligated to accept, or continue performing, this Agreement if Customer does not meet CleanSky Energy's credit requirements. CleanSky Energy shall not release confidential customer information, except as otherwise permitted under the law, without written authorization from the customer and a description of confidential customer information and any other information considered confidential. See our privacy policy at <https://cleanskyenergy.com/terms-of-use/>.

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 CSE may only change the price and Term as specified previously herein. CSE 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. CSE 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 CSE 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 CSE'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 Energy reserves the right to disqualify any account holder from participation in rewards and/or incentives programs.

Force Majeure: If CSE 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. CSE 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. CSE will inform customer 30 days prior to any assignment of the account. Nothing in this provision shall deny CSE 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 CSE 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.

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 conducted in New Hampshire pursuant to New Hampshire law and applicable federal law. 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.

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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.