



SEP 05 2023

NH DEPARTMENT OF ENERGY

Alex Gilbert Regulatory Reporting Analyst Titan Gas, LLC DBA CleanSky Energy 814-297-0560 agilbert@cleanskyenergy.com

August 31, 2023

NH Public Utilities Commission 21 S. Fruit St, Suite 10 Concord, NH 03301

RE: Titan Gas LLC DBA CleanSky Energy: Bond Continuation Certificate Bond # S2704441

To Whom it May Concern:

Titan Gas LLC DBA CleanSky Energy respectfully submit an updated copy of our bond continuation certificate # S2704441. The enclosed version reflects the changes requested by the Department of Energy.

We consider this information to be confidential as the revelation of our financial documents would cause substantial competitive harm to our business. The provided information is not publicly disclosed in any other forum and we would like to maintain this confidential information from being used to our competitive disadvantage. Enclosed, please find a confidential and a redacted version.

Should you have any questions or need additional information, please do not hesitate to contact me at 814-297-0560 or agilbert@cleanskyenergy.com.

Best Regards,

Alex Gilbert

Alex Gilbert

Regulatory Reporting Analyst

Enclosure

This bond supersedes any prior bond sharing bond number \$2704441, any prior bond is to be considered void

BOND NO. S2704441



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,

- The effective date of this bond is <u>January 14, 2023</u> through <u>October 2, 2024</u>. 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. The
 surety has no right of cancellation during the initial effective term of 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 draw upon this financial security instrument if and when the Company 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 Puc 2003.03(c). Claim should be made to Platte River Insurance Company P.O. Box 5900 Madison, WI 53705-0900.
- If any conflict or inconsistencies 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.
- 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.
- 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: Platte River Insurance Company P.O. Box
 5900 Madison, WI 53705-0900.

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

SIGNED AND SEALED THIS 14th DAY OF January, 2023

Titan Gas, LLC dba: CleanSky Energy

Platte River Insurance Company

Kristen Schmidt, Attorney-in-fact

Kristen Schmidt

SEAL

PLATTE RIVER INSURANCE COMPANY POWER OF ATTORNEY

\$2704441 Bond Number

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

Kristen Schmidt 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

S2704441 See Bond Form _for _

on behalf of Tilan Gas, LLC dba: CleanSky Energy

Bond Number

This Power of Attorney is granted and is signed and scaled 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 Attorneyin-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.

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

Surprise on Breakbard Suzanne M. Broadbent

Assistant Secretary

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 swom, 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.

STATE OF WISCONSIN COUNTY OF DANE

S.S.:

David 4. 14.

PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.

Chief Executive Officer and President

Notary Public, Dane Co., WI My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Comparation, 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, 2023



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

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE PR-cPOA (Rev. 01-2020) AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.