

December 14, 2015

Debra A. Howland, Executive Director  
New Hampshire Public Utilities Commission  
21 South Fruit St, Suite 10  
Concord, NH 03301-2429

NHPUC 21DEC15AM10:30

RE: Initial Competitive Electric Power Supplier (CEPS) application

Executive Director Howland,

In addition to the copy submitted electronically please find a CD-ROM and two paper copies of the enclosed documents submitted as part of the initial CEPS application for Clearview Electric, Inc. d/b/a Clearview Energy ("Clearview"):

- Registration application pursuant Puc. 2003.01(a);
- Attachment A – Secretary of State Authorization;
- Attachment C – Statement of Technical Ability;
- Attachment D – Proof of NEPOOL Market Participation;
- Attachment E – Evidence of Financial Security;
- \$500 registration fee; and
- \$10,000 CEPS Annual Assessment

Pursuant to Puc. 201.05, Clearview requests a waiver for the requested bonding term of 5 years and 150 days as Clearview is unable to find a surety company willing to issue a bond for such a term. Clearview considers compliance to be onerous under this rule and proposes acceptable compliance with a continuous duration bond ensuring renewal for the duration of Clearview's participation in the New Hampshire market.

Pursuant to Puc. 2003.01(b) Clearview agrees not to begin marketing and/or enrolling customers prior to the approval of this CEPS application.

Respectfully Submitted,



Jeremy Reed  
Regulatory Analyst  
Clearview Electric, Inc.  
1201 Elm St., Suite 3200  
Dallas, TX 75270-2124  
O: (214) 884-1725  
F: (972) 546-9991  
[Regulatory@ClearviewEnergy.com](mailto:Regulatory@ClearviewEnergy.com)

**Initial Registration of Competitive Electric Power Supplier**

(a) The registration application required by Puc 2003.01(a) and Puc 2003.02(b) shall include the following:

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

Clearview Electric, Inc. d/b/a Clearview Energy ([www.ClearviewEnergy.com](http://www.ClearviewEnergy.com))

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

Physical Address: 1201 Elm St., Suite 3200  
Dallas, TX 75270-2124

Mailing Address: P.O. Box 130659  
Dallas, TX 75313-0659

Corporate Office: (888) 884-1760

E-mail Address: [regulatory@clearviewenergy.com](mailto:regulatory@clearviewenergy.com)

Website Address: [www.clearviewenergy.com](http://www.clearviewenergy.com)

3. Place of Incorporation:

Texas

4. The name, title, business address, telephone number, and e-mail address of the applicant's principal:

Francis McGovern  
President/Chief Executive Officer  
1201 Elm St., Suite 3200  
Dallas, TX 75270-2124  
(214) 746-6363  
[execs@clearviewenergy.com](mailto:execs@clearviewenergy.com)

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

- a. The name, business address, and telephone number of the entity;

N/A

- b. A description of the business purpose of the entity; and

N/A

- c. A description of any agreements with and affiliated New Hampshire utility;

N/A

6. The telephone number of the applicant's customer service department:

(800) 746-4702

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

Jeremy Reed  
Regulatory Analyst  
1201 Elm St., Suite 3200  
Dallas, TX 75270-2124  
(214) 884-1725  
[regulatory@clearviewenergy.com](mailto:regulatory@clearviewenergy.com)

8. The name, business address, and telephone number of the applicant's registered agent in New Hampshire for service of process;

Business Filings Incorporated  
9 Capitol Street  
Concord, New Hampshire 03301

9. A copy of applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state:

**See Attachment A**

10. A listing of the utility franchise areas in which the applicant intends to operate.

Clearview intends to do business in all areas of the following EDCs:

- Eversource Energy (f.k.a. PSNH)
- Unitil Energy Systems
- Liberty Utilities (f.k.a. Granite State/National Grid)

11. A description of the types of customers the applicant intends to serve.

Clearview intends to provide service to all customer classes

12. Clearview currently provides electric supply services in the following states:

- Connecticut
- Delaware
- Illinois
- Massachusetts
- Maryland
- Maine
- New Jersey
- New York
- Ohio
- Pennsylvania
- Texas
- Washington, D.C.

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

| <b>Connecticut</b>            |           | <b>District of Columbia</b>   |           | <b>Delaware</b>               |           |
|-------------------------------|-----------|-------------------------------|-----------|-------------------------------|-----------|
| Description                   | Count     | Description                   | Count     | Description                   | Count     |
| Clearview Rate Issue          | 1         | Other                         | 1         | Clearview Rate Issue          | 1         |
| Misrepresentation             | 6         | Service Cancellation          | 1         | Service Cancellation          | 1         |
| Other                         | 3         | Enrollment Dispute            | 2         | Enrollment Dispute            | 2         |
| Service Cancellation          | 4         | <b>Grand Total</b>            | <b>4</b>  | <b>Grand Total</b>            | <b>4</b>  |
| Enrollment Dispute            | 6         | <b>Massachusetts</b>          |           | <b>Maryland</b>               |           |
| Unprofessional Agent          | 1         | Description                   | Count     | Description                   | Count     |
| <b>Grand Total</b>            | <b>21</b> | Clearview Rate Issue          | 2         | Other                         | 2         |
| <b>Illinois</b>               |           | Early Termination Fee Dispute | 16        | Enrollment Dispute            | 2         |
| Description                   | Count     | Misrepresentation             | 6         | <b>Grand Total</b>            | <b>4</b>  |
| Clearview Rate Issue          | 2         | Other                         | 3         | <b>New York</b>               |           |
| Early Termination Fee Dispute | 12        | Service Cancellation          | 9         | Description                   | Count     |
| Other                         | 4         | Enrollment Dispute            | 11        | Clearview Rate Issue          | 1         |
| Service Cancellation          | 6         | Unprofessional Agent          | 7         | Early Termination Fee Dispute | 1         |
| Enrollment Dispute            | 7         | Unsolicited Contact           | 2         | Enrollment Dispute            | 2         |
| Unprofessional Agent          | 3         | <b>Grand Total</b>            | <b>56</b> | Unprofessional Agent Behavior | 1         |
| <b>Grand Total</b>            | <b>34</b> | <b>New Jersey</b>             |           | Unsolicited Contact           | 1         |
| <b>Maine</b>                  |           | Description                   | Count     | Utility Billing Issue         | 2         |
| Description                   | Count     | Clearview Rate Issue          | 1         | <b>Grand Total</b>            | <b>8</b>  |
| Clearview Rate Issue          | 1         | Enrollment Dispute            | 1         | <b>Pennsylvania</b>           |           |
| Early Termination Fee Dispute | 1         | <b>Grand Total</b>            | <b>2</b>  | Description                   | Count     |
| Misrepresentation             | 2         | <b>Rhode Island</b>           |           | Clearview Rate Issue          | 5         |
| Other                         | 3         | Description                   | Count     | Early Termination Fee Dispute | 1         |
| Service Cancellation          | 1         | Clearview Rate Issue          | 1         | Misrepresentation             | 1         |
| Enrollment Dispute            | 2         | Misrepresentation             | 1         | Other                         | 2         |
| Unprofessional Agent Behavior | 1         | Other                         | 5         | Enrollment Dispute            | 8         |
| <b>Grand Total</b>            | <b>11</b> | Enrollment Dispute            | 22        | Unprofessional Agent Behavior | 1         |
| <b>Texas</b>                  |           | Unprofessional Agent Behavior | 1         | <b>Grand Total</b>            | <b>18</b> |
| Description                   | Count     | <b>Grand Total</b>            | <b>30</b> |                               |           |
| Other                         | 6         |                               |           |                               |           |
| <b>Grand Total</b>            | <b>6</b>  |                               |           |                               |           |

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

- a. For partnerships, any of the general partners: **N/A**
- b. For corporations, any of the officers, directors or controlling stockholders: **None**
- c. For limited liability companies, any of the managers or members: **N/A**

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

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

**Yes**

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

**Yes**

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

**NO**

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

Clearview was fined by the Connecticut Public Utilities Regulatory Authority (PURA) in 2010 for untimely response(s) to customer complaints made to the PURA due to potentially unethical telemarketing acquisitions made by a third-party telemarketing firm.

The sanction was closed on April 28, 2010 after the payment of a fine of \$27,500 was made to the State of Connecticut and additional internal policies and procedures were implemented. The PURA noted in their closing statement that *"It appears that Clearview has instituted staffing and policy changes responsive to the matters investigated in this proceeding. Complaints against Clearview have decreased; it has taken efforts to more closely comply with licensing requirements in Connecticut; and the content and timing of its responses to Department inquiries on behalf of complainants has improved significantly."*

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

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

Clearview agrees to maintain an internal do-not-call list that all telemarketing offices are required to upload to their dialers each morning prior to beginning contact with potential customers. When an individual requests to be placed on Clearview's internal do-not-call list by either informing our corporate office, or by informing a telemarketer, Clearview agrees to update our internal do-not-call list to reflect such a request.

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

Clearview agrees to comply with all Federal Trade Commission (FTC) and Federal Communication Commission (FCC) rules and orders pertaining to telemarketing, including compliance with the exclusion of dialing numbers registered with the National Do Not Call Registry.

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

Clearview requires all third-party telemarketers by contract to comply with the exclusion of dialing phone numbers on both Clearview's internal do-not-call list and those numbers listed in the National Do Not Call Registry.

18. For those applicants that intend not to telemarket, a statement to that effect; N/A
19. A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

Clearview intends to utilize the consolidated billing option(s) offered by the utility's billing service.

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

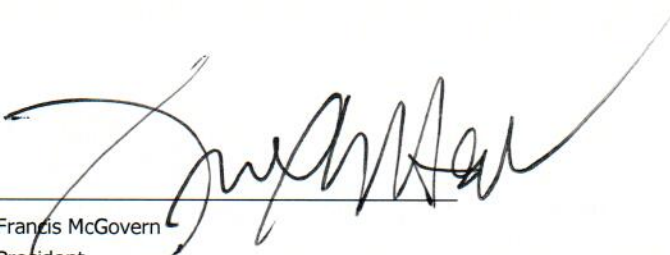
**See Attachment B**

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

This application and its Attachments are respectfully submitted by Peter Jucha who is a Vice President at Clearview Electric, Inc. and has the full authority of the corporation to file this application on behalf of Clearview Electric, Inc.

Furthermore, all information included in this application and its Attachments to register with the New Hampshire Public Utilities Commission as a Competitive Electric Power Supplier (CEPS) are truthful, accurate, and complete to the best understanding of the undersigned.

22. The signature of the applicant or its representative.

  
\_\_\_\_\_  
Francis McGovern  
President

William M. Gardner  
Secretary of State

# State of New Hampshire

Filing fee: \$50.00  
Fee for Form SRA: \$50.00  
Total fees \$100.00

Form 40  
RSA 293-A:15.03

Use black print or type.

Form must be single-sided on 8 1/2" x 11" paper;  
double sided copies will not be accepted.

## APPLICATION FOR CERTIFICATE OF AUTHORITY FOR PROFIT FOREIGN CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT,  
THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR A CERTIFICATE OF AUTHORITY  
TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE  
FOLLOWING STATEMENT:

FIRST: The name of the corporation is Clearview Electric Inc.

SECOND: The name which it elects to use in New Hampshire is \_\_\_\_\_

THIRD: It is incorporated under the laws of Texas

FOURTH: The date of its incorporation is 8/31/2006 and  
the period of its duration is Perpetual

FIFTH: The complete address (including zip code and post office box, if any) of its principal office is \_\_\_\_\_  
600 N Pearl Street S104, Dallas, Texas 75201

SIXTH: The name of its registered agent IN NEW HAMPSHIRE is Business Filings Incorporated  
and the complete address (including zip code  
and post office box, if any) of its registered office IN NEW HAMPSHIRE is (agent's business address)  
9 Capitol Street, Concord, New Hampshire 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the  
requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

EIGHTH: The principal purpose or purposes which it proposes to pursue in the transaction of business in  
New Hampshire are Electric Supplier

State of New Hampshire  
Form 40 - Application for Certificate of Authority 4 Page(s)



T1017525025

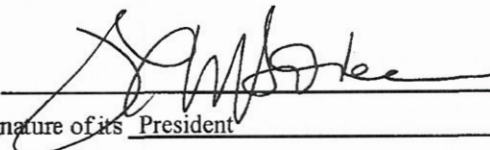
APPLICATION FOR CERTIFICATE OF AUTHORITY

Form 40  
 (Cont.)

NINTH: The names and usual business addresses of its current officers and directors are: (If there are additional officers or directors, attach additional sheet OR if the laws of the state of incorporation do not require directors, indicate below.)

| <u>Name</u>            | <u>Title</u>                  | <u>Address</u>                               |
|------------------------|-------------------------------|--|
| <b><u>OFFICERS</u></b> |                               |  |
| Francis McGovern       | President/Secretary/Treasurer | 600 N Pearl Street S104, Dallas, Texas 75201 |
| _____                  | _____                         | _____  |
| _____                  | _____                         | _____  |
| _____                  | _____                         | _____  |

|                         |          |  |
|-------------------------|----------|--|
| <b><u>DIRECTORS</u></b> |          |  |
| Francis McGovern        | Director | 600 N Pearl Street S104,<br>Dallas, Texas, 75201 |
| _____                   | _____    | _____  |
| _____                   | _____    | _____  |
| _____                   | _____    | _____  |

By  \_\_\_\_\_  
 Signature of its President \_\_\_\_\_  
 Francis McGovern  
 Print or type name \_\_\_\_\_  
 Date signed: 6/18/2010

DISCLAIMER: All documents filed with the Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED & SIGNED ORIGINAL, ORIGINAL CERTIFICATE OF LEGAL EXISTENCE OR GOOD STANDING ISSUED BY THE STATE OR COUNTRY OF INCORPORATION AND FORM SRA to: Corporate Division, Department of State, 107 North Main Street, Concord, NH 03301-4989.





## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Clearview Electric Inc. (file number 800702201), a Domestic For-Profit Corporation, was filed in this office on August 31, 2006.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 14, 2010.



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

**Form SRA – Addendum to Business Organization and Registration Forms  
Statement of Compliance with New Hampshire Securities Laws**

**Part I – Business Identification and Contact Information**

Business Name: Clearview Electric Inc.

Business Address (include city, state, zip): 600 N Pearl Street S104, Dallas, Texas 75201

Telephone Number: 214-884-1760 ext 605 E-mail: nmartinez@telephone.com

Contact Person: Dana Hoyle

Contact Person Address (if different): \_\_\_\_\_

**Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected.**  
**[PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C):]**

1. \_\_\_\_\_ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:  
A) This business has 10 or fewer owners; and  
B) Advertising relating to the sale of ownership interests has not been circulated; and  
C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. \_\_\_\_\_ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - \_\_\_\_\_.
3. \_\_\_\_\_ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - \_\_\_\_\_.
4.  This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

**Part III – Check ONE of the following items in Part III:**

1.  This business is not being formed in New Hampshire.
2. \_\_\_\_\_ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

**Part IV – Certification of Accuracy**

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): Francis McGovern Signature: \_\_\_\_\_

Date signed: 6/18/2010

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

# State of New Hampshire

William M. Gardner  
Secretary of State

Filing fee: \$50.00  
Use black print or type.

Form TN-1  
RSA 349

## APPLICATION FOR REGISTRATION OF TRADE NAME

**(PLEASE TYPE OR PRINT CLEARLY)**

1. BUSINESS NAME: Clearview Energy  
(Name cannot include "INC." or other corporate designation)
2. BUSINESS ADDRESS: 1201 Elm St., Suite 3200, Dallas, TX 75270-2124  
No. & Street City / town State Zip
- MAILING ADDRESS (if different): P.O. Box 130659, Dallas, TX 75313-0659  
No. & Street City / town State Zip
3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON: Supplier of electricity and natural gas
4. DATE BUSINESS ORGANIZED: 08/31/2006  
(month / day / year)

5-A. **ENTITY APPLICANT:** IF THE APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S EXACT NAME AND INCLUDE TITLE OF PERSON SIGNING. If more space is needed for additional entity applicants, please attach additional sheet(s).

Clearview Electric, Inc. 1201 Elm St., Suite 3200  
ENTITY NAME (TYPE OR PRINT) NO. STREET

[Signature] 10/07/13 Dallas, TX 75270-2124  
AUTHORIZED SIGNATURE TOWN/CITY STATE ZIP

Francis McGovern, President  
SIGNER'S NAME AND TITLE (TYPE OR PRINT)

5-B. **INDIVIDUAL APPLICANTS:** PLEASE TYPE OR PRINT APPLICANTS' NAME(S), ADDRESS(ES) AND INCLUDE SIGNATURE. If more space is needed for additional individual applicants, please attach additional sheet(s).

1. \_\_\_\_\_ NO. STREET  
TYPE OR PRINT NAME

\_\_\_\_\_  
SIGNATURE TOWN/CITY STATE ZIP

2. \_\_\_\_\_ NO. STREET  
TYPE OR PRINT NAME

\_\_\_\_\_  
SIGNATURE STATE ZIP

3. \_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
SIGNATURE STATE ZIP

State of New Hampshire  
Form TN 1 - Application for Registration of Trade Name 1 Page(s)



DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and DATED AND SIGNED ORIGINAL to: Corporation Division, Department of State, 107 North Main Street, Concord, NH 03301-4989. Physical location: 25 Capitol Street, Concord, NH 03301.



**State of New Hampshire**  
**New Hampshire Department of State**  
**William M. Gardner**  
**Secretary of State**

Invoice Number: 5908579

Invoice Date: 01/03/2014 06:02 PM

User ID: 324

**Billing Information**

Clearview Electric Inc.  
 PO Box 130659  
 Dallas, TX 75313

| Product Description  | Certification Number | Order Date | Qty | Pages | Item Cost | Extended | Amount Due |
|--|----------------------|------------|-----|-------|-----------|----------|------------|
| Corp Misc - Handling Charge Re: Clearview Electric Inc.<br>Contact: Clearview Electric Inc.<br>Shipped Via: Mail                     | 4297745              | 01/03/2014 | 1   | 1     | 2.00      | 2.00     | Paid       |
| Annual Reports - Fee - Form 47 - (Corporations) Re: Clearview Electric Inc.<br>Contact: Clearview Electric Inc.<br>Shipped Via: Mail | 4297746              | 01/03/2014 | 1   | 1     | 100.00    | 100.00   | Paid       |

Credit Balance as of 01/03/2014 6:03 PM: \$0.00

**Payment Details:**

Payment for \$102.00 from Web with Credit Card VISA Acct  
 XXXXXXXXXXXXXXX1272, Auth: 003899

**Invoice Total:** \$102.00

**Payment Total:** \$102.00

**Contact(s):**

Filing Department  
 8040 Excelsior Drive 200  
 Madison, WI 53717  
 United States

**Amount Due:** \$0.00

Include invoice number on all correspondence and send to:

**New Hampshire Department of State**  
**Attn: Accounts Receivable**  
**107 N. Main St.**  
**Concord, NH 03301**

For questions regarding this invoice, contact Accounts Receivable at:

(603) 271-3242

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

Product Information Chart

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

This Agreement is for electric supply service between Clearview Electric, Inc. dba Clearview Energy (“Clearview Energy”) and Customer. Customer and plan information can be found in the Plan Information Chart. The Plan Information Chart is hereby made an integral part of this Agreement. Clearview Energy is licensed as a Competitive Electric Power Supplier (“CEPS”) by the New Hampshire Public Utilities Commission (“PUC”) [License # Pending]. Clearview Energy establishes your electric supply rate. The PUC regulates the distribution rates of your local Utility company (“Utility”). The Federal Energy Regulatory Commission regulates transmission prices and services.

**1. Right of Rescission**

Customer may rescind this Agreement within five (5) calendar days from this Agreement’s postmark date by contacting Clearview Energy by phone or in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Clearview Energy charges until the Customer returns to the Utility or another supplier.

**2. Price of Electricity**

The price in cents per kilowatt includes: electric generation supply and capacity charges in the Independent System Operator’s (or equivalent’s) market; any applicable state and/or local taxes; and a margin adder. The price of electricity may include a Monthly Base Charge as outlined in the Plan Information Box. The price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, and stranded cost recovery charge.

**2a. Fixed Kilowatt Rate Product** – If Clearview Energy would like to propose a change to a fixed kilowatt rate product, you will be notified

by the process described in Change of Terms. Fixed price products may change due to new or modified federal, state or local laws; or regulatory actions that impose new or modified fees.

**2b. Month-to-month Variable Kilowatt Rate Product** – Month-to-month variable kilowatt rate products are subject to change without notice at Clearview Energy’s discretion outside of any applicable promotion. If applicable, the Monthly Base Charge may also fluctuate outside of any applicable promotion.

All pricing can be viewed at [www.ClearviewEnergy.com](http://www.ClearviewEnergy.com).

**3. Billing and Payment**

You will receive a single bill from your Utility that includes Clearview Energy’s electric supply charges as well as the Utility’s delivery charges. By the acceptance of this Agreement, you hereby authorize the Utility to provide billing and payment information to Clearview Energy.

The Customer will pay each invoice in full within twenty (20) days of the invoice date or in the timeframe established by the Utility. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the PUC. If the Customer fails to remit payment when due, Clearview Energy reserves the right to terminate supply services. Failure to remit payment is considered a breach of this Agreement and the Customer may be liable to Clearview Energy for any applicable early termination fee.

**4. Energy Products**

**4a. Renewable Energy Product** – Supports renewable energy producers in the United States through the purchase of Renewable Energy

Certificates equivalent to the power you consume.

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

## 5. Terms of Renewal

**5a. Fixed Kilowatt Rate Product** – The Agreement Term and Effective date can be found in the Plan Information Chart.

Upon expiration of your fixed term, your service will automatically continue under Clearview Energy's variable month-to-month renewal product. You will receive two (2) renewal notices thirty (30) and sixty (60) days prior to the renewal date. If you do not respond to the renewal notice, at its discretion, Clearview Energy may renew your account under the terms described in the renewal notice.

**5b. Month-to-month Variable Kilowatt Rate Product** – The Agreement Term and Effective date can be found in the Plan Information Chart. This Agreement shall commence for a one (1) month term ("Initial Term") and thereafter rates may change at Clearview Energy's discretion outside of any applicable promotion. This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term").

## 6. Termination

**6a. Fixed Kilowatt Rate Product** – If you terminate this Agreement prior to its expiration, you will be charged an Early Termination Fee. Your service will remain in effect until such time as the Utility completes the termination in accordance with its rules. However, you may terminate this Agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Clearview Energy's service, or the customer of record's death.

**6b. Month-to-month Variable Kilowatt Rate Product** – This Agreement will remain in effect at Clearview Energy's discretion or until you notify Clearview Energy of your desire to choose a fixed plan, or another provider. Customer may cancel this Agreement at any time by providing thirty (30) days' notice to Clearview Energy at 1.800.746.4702. There is no penalty for cancellation of variable month-to-month products.

Upon termination of this Agreement, a final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be

used in the final bill which will be trued-up subsequent to the final meter reading. Clearview Energy does not physically cut off electric service, only your Utility may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed one (1) notice ten (10) days prior to your service being returned to the Utility's supply service.

## 7. Change in Terms

Changes to this Agreement will be provided to the customer in one (1) mailing thirty (30) days prior to the effective date of the changes. If you do not respond to the mailing, Clearview Energy may implement the changes described to your account.

## 8. Dispute Resolution Process

If you have any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702. If you are not satisfied with the resolution after speaking with a Clearview Energy representative, then you may contact the PUC. For your convenience, the PUC's contact information has been provided at the end of this Agreement. You may also contact the PUC if you have questions about your rights and responsibilities. No terms contained herein waive any rights you may have under New Hampshire or Federal Consumer Protection laws.

## 9. Assignments

Customer may not assign its interests or delegate its obligations under this Agreement without the express written consent of Clearview Energy. Clearview Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, or other entity as authorized by the PUC.

## 10. Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

## 11. Force Majeure

The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, an act of

God, natural disaster, an act of war, and any act or cause which is deemed a Force Majeure by the Utility or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party will give immediate written notice, to the maximum extent practical, to the other party and not be held liable.

## **12. Limitations of Liability**

Liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Clearview Energy. There are no third-party beneficiaries to this Agreement.

## **13. Customer Information and Release Authorization**

Throughout this Agreement, you authorize Clearview Energy or its agents to obtain and review information from credit-reporting agencies regarding your credit history and information from the Utility relating to you and your account that includes, but is not limited to: account name and number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service. Clearview Energy will not provide or sell such information to any other party without your consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.

## **14. National Do Not Call Registry**

To register your phone number on the National Do Not Call Registry, call 1.888.382.1222 or visit [www.donotcall.gov](http://www.donotcall.gov). After registration is complete, telemarketers regulated by the National Do Not Call Registry have thirty (31) days to stop calling you.

## **15. Electric Assistance Program**

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

## **16. Power Outages and Emergencies**

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

## **17. Contact Information**

### **Electric Supplier:**

Clearview Electric, Inc. dba Clearview Energy  
P.O. Box 130659  
Dallas, TX 75313-0659  
1.800.746.4702  
Representatives available Monday – Friday  
9:30 a.m. – 6:30 p.m. EST  
[www.ClearviewEnergy.com](http://www.ClearviewEnergy.com)

### **Utility Companies:**

Eversource Energy  
P.O. Box 330  
Manchester, NH 03105-0638  
1.800.662.7764  
[www.psnh.com](http://www.psnh.com)

Unitil Energy Systems  
6 Liberty Lane West  
Hampton, NH 03842-1720  
1.800.852.3339  
[www.unitil.com](http://www.unitil.com)

Liberty Utilities  
11 Northeastern Blvd  
Salem, NH 03079  
1.800.375.7413  
[www.libertyutilities.com](http://www.libertyutilities.com)

### **New Hampshire Public Utility Commission:**

21 South Fruit St, Suite 10  
Concord, NH 03301-2429  
1.800.852.3793  
[www.puc.nh.gov](http://www.puc.nh.gov)

### **Statement of Technical Ability**

Clearview Electric, Inc. DBA Clearview Energy ("Clearview") contracts with EC Infosystems to provide EDI testing and communications between Clearview and the utility. Clearview currently provides electric generation services to customers in the following utilities in the NEPOOL service territory in the States of Connecticut and Massachusetts:

- Connecticut
  - Connecticut Light and Power
  - United Illuminating
  
- Massachusetts
  - National Grid
  - NSTAR
  - Fitchburg Gas & Electric (Unitil)
  - Western Massachusetts Electric

Clearview has successfully completed EDI testing in the State of New Hampshire with:

- Liberty Utilities
- Unitil
- Eversource Energy

The certifications from those utilities are included in this Attachment.



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

*is hereby granted to:*

**Clearview Energy**

*to certify that they have completed to satisfaction*

**NH Supplier Training**



*Granted: 01/13/13*

*Aaron Downing*

Aaron Downing  
PSNH Supplier Services



175 East Old Country Road, Hicksville, New York 11801

April 15, 2013

New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2420

To Whom It May Concern:

This letter is in regard to Clearview Energy an Energy Service Company (ESCO).

Clearview Energy has successfully completed all necessary requirements and technical specifications to conduct business with National Grid. They have been authorized and can conduct business within the National Grid (Granite State Electric) New Hampshire region effective April 29, 2013. They currently utilize EC Infosystems, Inc as their EDI provider.

Regards,

**Sergio Smilley**  
**Senior Analyst**  
Supplier Services/Customer Choice  
175 East Old Country Road  
East Bldg. Ground Floor  
Hicksville, NY 11801  
Off: 516-545-2468  
Fax: 516-545-3250



**Electronic Data Interchange (EDI) Certification**

*Unitil Energy Systems (UES)*

Issued to: Clearview Electric, Inc.  
Represented by: Laura Sillas

Issued by: Unitil Energy Systems  
Represented by: Joel Andruski, Associate Energy Analyst

Date: May 20, 2013

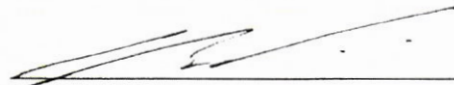
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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Clearview Electric, Inc. As of May 20, 2013, Unitil Energy Systems does hereby declare Clearview Electric, Inc as a certified EDI trading partner capable of exchanging the following transactions:

|     |                            |
|-----|----------------------------|
| 810 | Invoice                    |
| 814 | Change                     |
| 814 | Drop                       |
| 814 | Enrollment                 |
| 814 | Historical Usage Request   |
| 820 | Payment Notification       |
| 867 | Historical Usage           |
| 867 | Monthly Usage              |
| 997 | Functional Acknowledgement |

Clearview Electric, Inc. has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Clearview Electric, Inc. has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

---

  
Signature  
May 20, 2013  
Date

Joel Andruski  
Associate Energy Analyst  
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
EL\_supplierservices@unitil.com



**Public Service  
of New Hampshire**

A Northeast Utilities Company

Public Service Company of New Hampshire  
P.O. Box 330  
Manchester, NH 03105-0330  
(603) 669-4000  
www.psnh.com

Date 05/22/13

Clearview Electric, Inc.  
600 N Pearl St Suite S104  
Dallas, TX 75201-2822

Dear Jeremy,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and Clearview Electric, Inc. have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Clearview Electric, Inc. is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

Thanks once again Jeremy for your interest and I look forward to working with you in the future.

Sincerely,

Aaron Downing  
PSNH Supplier Services

Effective: 7/1/2012

NEPOOL Participants  
Alpha by Voting Member  
Related Persons indented beneath

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

Effective: 7/1/2012

41037331\_131.XLS

Please find the attached surety bond, payable to the New Hampshire Public Utilities Commission, in the amount of \$100,000 in the event of Clearview's default. Clearview was unable to find a surety company willing to issue a bond with a term of 5 years and 150 days. Therefore, pursuant to rule 201.05, Clearview requests a waiver of rule 2003.03(5)(a), to allow a bond that is renewable annually (i.e. evergreen).

Bond No. SUR60000562

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Clearview Electric, Inc. of 1201 Elm St, Suite 3200, Dallas, TX 75270; hereinafter referred to as the Principal, and Ironshore Indemnity, Inc.; a corporation organized and existing under the laws of the State of Texas, as Surety, are held and firmly bound unto New Hampshire Public Utilities Commission as Obligee, in the sum of One Hundred Thousand Dollars and Zero Cents – (\$100,000.00), lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our 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 to the Obligee for registration to offer, render, furnish or supply electricity or electric generation services to the public;

NOW THEREFORE, the Principal must provide financial security to Obligee in accordance with PUC 2003.01(d)(4) and PUC 2003.03 of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the rules and regulations of the New Hampshire Public Utilities Commission by the Principal as a licensed competitive electric power supplier (CEPS);

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 to deliver electricity at retail in accordance with its contracts, agreements and arrangements, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. This bond shall have the term beginning October 1, 2015 and ending October 1, 2016, but may be continued by certificate at the option of the Surety. Neither non-renewal by the surety, nor failure or inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond. Surety shall provide Obligee and Principal with a written notice of its intent not to continue this bond at least sixty (60) days prior to its expiration date.
2. Upon notice from Obligee of Principal's nonperformance of its obligations as a New Hampshire CEPS, or Principal's fraud or other violation of the laws, rules, decisions, and orders applicable to Principal's CEPS registration, the Surety shall be liable only for damages or amounts ordered by the Obligee to be paid by Principal, up to the penal sum of this bond and until the termination date of this bond.
3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted, and no suit shall be maintained against the Surety unless it be brought, within three (3) months from the expiration date of the bond.
4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.



5. 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.

6. This bond shall not bind the Surety if the Obligee objects in writing to any language contained herein. If the Obligee objects to any language contained herein, Obligee shall, within 60 days of the date this bond is signed and sealed by the Surety, return this bond, certified mail or express courier, at the expense of Surety or Principal, to the Surety at the following address:

2307 River Road, Suite 200

Louisville, Kentucky 40206

SIGNED, SEALED AND DATED this 1st day of October, 2015.

[Seal]

Principal Clearview Electric, Inc.

By:



Surety Ironshore Indemnity Inc.

By:



Bonnie J. Wortham

Attorney-In-Fact

[Seal]



**POWER OF ATTORNEY**

III-

**Ironshore Indemnity Inc.**

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

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


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

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

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

IRONSHORE INDEMNITY INC.



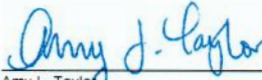
By:   
Daniel L. Sussman  
Director

**ACKNOWLEDGEMENT**

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

AMY L. TAYLOR  
Notary Public - State of Tennessee  
Davidson County  
My Commission Expires 01-01-16




  
Amy L. Taylor  
Notary Public

**CERTIFICATE**

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

Signed and Sealed at this 1<sup>st</sup> Day of October, 2015.



  
Paul S. Giordano  
Secretary

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