

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: 

[Seal]

Surety Ironshore Indemnity Inc.

By: 

Bonnie J. Wortham

Attorney-In-Fact

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 22nd 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 2nd day of July, 2013.

IRONSHORE INDEMNITY INC.



By: [Signature]
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 2nd 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



[Signature]
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 15th Day of October, 2015.



[Signature]
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.”