

June 05, 2014

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

NHPUC JUN12'14 AM11:02

RE: Initial Competitive Electric Power Supplier (CEPS) application

Secretary 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. DBA Clearview Energy ("Clearview"):

- Registration application pursuant Puc. 2006.01;
- Attachment A – Secretary of State Authorization;
- Attachment B – Sample Terms of Service;
- Attachment C – Statement of Technical Ability;
- Attachment D – Proof of NEPOOL Market Participation;
- Attachment E – Evidence of Financial Security; and
- \$500 registration fee (mailed with original application only)

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. 2003.04 (a) and (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
JReed@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)

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

Website Address: 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

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

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:

- Public Service Company of New Hampshire
- Unitil Energy Systems
- Granite State Electric Company

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;

| Connecticut | | District of Columbia | | Delaware | |
|-----------------------------|--------------|-------------------------------|--------------|-----------------------------|--------------|
| Description | Count | Description | Count | Description | Count |
| Cancellation Fee Dispute | 13 | Cancellation Fee Dispute | 2 | Billing Dispute | 2 |
| Enrollment Dispute | 16 | Drop Delayed | 1 | Cancellation Fee Dispute | 1 |
| Misrepresentation | 4 | Early Termination Fee Dispute | 1 | Rate Issue | 3 |
| On DNC List | 2 | Enrollment Dispute | 4 | Service Cancellation | 3 |
| Other | 5 | Misrepresentation | 6 | Unprofessional Salesmanship | 1 |
| Rate Issue | 9 | Other | 4 | Unsolicited Contact | 1 |
| Service Cancellation | 2 | Rate Issue | 3 | Total: | 11 |
| Signer Not Authorized | 1 | Service Cancellation | 2 | | |
| Unprofessional Salesmanship | 2 | Total: | 23 | | |
| Total: | 54 | | | | |

| Maryland | | New Jersey | | Ohio | |
|--------------------------|--------------|-----------------------------|--------------|--------------------------|--------------|
| Description | Count | Description | Count | Description | Count |
| Billing Dispute | 6 | Cancellation Fee Dispute | 4 | Billing Dispute | 1 |
| Cancellation Fee Dispute | 2 | Enrollment Dispute | 9 | Cancellation Fee Dispute | 5 |
| Enrollment Dispute | 33 | Other | 1 | Enrollment Dispute | 8 |
| Misrepresentation | 8 | Unprofessional Salesmanship | 2 | Misrepresentation | 1 |
| Other | 1 | Cancellation Fee Dispute | 1 | Other | 1 |
| Service Cancellation | 2 | Enrollment Dispute | 1 | Service Cancellation | 1 |
| Total: | 52 | Total: | 18 | Total: | 17 |

| Massachusetts | | Illinois | | Pennsylvania | |
|--------------------------|--------------|-----------------------------|--------------|-----------------------------|--------------|
| Description | Count | Description | Count | Description | Count |
| Cancellation Fee Dispute | 3 | Billing Dispute | 2 | Billing Dispute | 1 |
| Enrollment Dispute | 4 | Cancellation Fee Dispute | 1 | Cancellation Fee Dispute | 6 |
| Misrepresentation | 2 | Rate Issue | 3 | Drop Delayed | 1 |
| Rate Issue | 3 | Service Cancellation | 3 | Enrollment Dispute | 12 |
| Service Cancellation | 7 | Unprofessional Salesmanship | 1 | Misrepresentation | 1 |
| Signer Not Authorized | 2 | Unsolicited Contact | 1 | On DNC List | 20 |
| Total: | 21 | Total: | 11 | Rate Issue | 1 |
| | | | | Unprofessional Salesmanship | 3 |
| | | | | Total: | 45 |

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.

X

Peter Jucha
Vice 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)



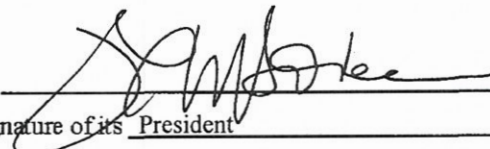
T1017525025

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> |
|-------------------------|--------------------------------------|--|
| <u>OFFICERS</u> | | |
| <u>Francis McGovern</u> | <u>President/Secretary/Treasurer</u> | <u>600 N Pearl Street S104, Dallas, Texas 75201</u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u>DIRECTORS</u> | | |
| <u>Francis McGovern</u> | <u>Director</u> | <u>600 N Pearl Street S104, Dallas, Texas, 75201</u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |

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.

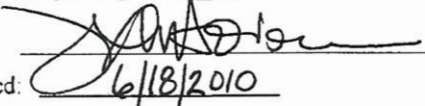
Part III – Check ONE of the following items in Part III:

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. Contact: Clearview Electric Inc. Shipped Via: Mail | 4297745 | 01/03/2014 | 1 | 1 | 2.00 | 2.00 | Paid |
| Annual Reports - Fee - Form 47 - (Corporations) Re: Clearview Electric Inc. Contact: Clearview Electric Inc. 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 Electric Inc. New Hampshire Sales Agreement and Terms of Service For Residential and Small Commercial

This is an Agreement for electric generation service between Clearview Electric Inc. ("Clearview") and Customer Clearview Electric, Inc. is certified by the Public Utilities Commission of New Hampshire (License Number) to offer and supply electric generation services in New Hampshire as a Competitive Electric Power Supplier ("CEPS"). We set the generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Commission – The Public Utilities Commission of New Hampshire ("PUC")
- Distribution Charge – Charge for delivering electricity over a distribution system to the home or business from the transmission system.
- Electric Distribution Company ("Utility") – The public utility providing facilities for the distribution of electricity to retail customers.
- Generation Charge - Charge for production of electricity.
- Small Commercial Customer – a commercial customer that is not a mercantile customer.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of a local distribution company.

Right of Rescission – If you are switching to Clearview from your Utility or another retail supplier, you can cancel your acceptance of this Agreement with us without penalty or fee by contacting us within five (5) business days from the postmark of the mailed contract documents, or three (3) business days from receipt of electronically delivered contract documents. You may call Clearview to cancel at 1.800.746.4702 or email us at customerservice@clearviewelectric.net

Product Descriptions

- **ClearGuaranteeSM and ClearGreenGuaranteeSM** – A fixed kilowatt rate product at a contracted rate for the Length of Contract.
- **ClearValueSM and ClearGreenValueSM** – A month to month variable kilowatt rate product.
- **ClearGreenSM** – A 100% renewable energy product that supports wind-powered electricity production in the United States. The ClearGreenSM product is 100% supported by renewable certificates. With the purchase of ClearGreenSM, you are buying the renewable attributes of the amount of wind energy generation equivalent to your electricity consumption. ClearGreenSM can either be a variable rate (ClearGreenValueSM) or a fixed rate (ClearGreenGuaranteeSM) product.



1. Terms of Service

(a) Price of Electricity

ClearGuaranteeSM and ClearGreenGuaranteeSM - The price is fixed for the length of the Service Period.

ClearValueSM and ClearGreenValueSM - The price is variable by month and is based on wholesale market conditions in your area, in addition to the current projected wholesale cost of electricity.

(b) Length of Contract

ClearGuarantee12SM and ClearGreenGuarantee12SM - 12 months from the date the change of provider to Clearview Electric is deemed effective by the Utility.

ClearGuarantee6SM and ClearGreenGuarantee6SM - 6 months from the date the change of provider to Clearview Electric is deemed effective by the Utility.

ClearValueSM and ClearGreenValueSM - Month to month from the date the change of provider to Clearview Electric is deemed effective by the Utility.

(c) Terms of Renewal

ClearGuaranteeSM and ClearGreenGuaranteeSM - Upon expiration of your fixed term, your service will automatically continue on a month-to-month basis, which is a variable priced product determined by current market conditions. This Agreement will remain in effect until you notify Clearview in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the EDC completes the termination in accordance with its rules. If you do not respond to the expiration notice, at its discretion, Clearview may renew your electric generation service under the rates described in your expiration letter.

ClearValueSM and ClearGreenValueSM - This Agreement will remain in effect until you notify Clearview Electric in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the EDC completes the termination in accordance with its rules.

(d) Cancellation Fees

ClearGuaranteeSM and ClearGreenGuaranteeSM - \$12.50 per remaining months of Service Agreement.

ClearValueSM and ClearGreenValueSM - There is no cancellation fee and you may cancel your service at any time at least 30 days prior to your requested end date by contacting customer service at 1. 800.746.4702.



2. Basic Service Prices

Price per kWh includes Transmission Charges and Estimated Total State Taxes, including the Sales and Use Tax, but excludes applicable State and Local Sales Taxes. All pricing can be viewed at www.clearviewenergy.com.

ClearGuaranteeSM and ClearGreenGuaranteeSM – You will pay a fixed rate per kWh for electric generation service.

ClearValueSM and ClearGreenValueSM - You will pay a variable rate per kWh for electric generation service. Variable rate is based upon current market conditions and projected wholesale electric prices.

3. Length of Agreement

ClearGuarantee12SM and ClearGreenGuarantee12SM – You will buy your electric generation service for the above street address from Clearview for 12 months beginning on a date set by your EDC. Except as described within the Cancellation Provisions, this Agreement will continue month-to-month unless cancelled at any time by either party with 30 days verbal or written notice.

ClearGuarantee6SM and ClearGreenGuarantee6SM – You will buy your electric generation service for the above street address from Clearview for 6 months beginning on a date set by your EDC. Except as described within the Cancellation Provisions, this Agreement will continue month-to-month unless cancelled at any time by either party with 30 days verbal or written notice.

ClearValueSM and ClearGreenValueSM - You will buy your electric generation service for the above street address from Clearview beginning on a date set by your EDC. Except as described within the Cancellation Provisions, this agreement will renew monthly until cancelled at any time by either party with 30 days verbal or written notice.

4. Billing and Payment

Customer will continue to receive one monthly bill from your Utility. The monthly bill will include the electricity provided by Clearview and the distribution, transmission and other services provided to you by your Utility. Customer will make payment for all of these services directly to your Utility in accordance with the payment terms stated in your Utility's tariffs, which may include a late payment fee if your payment is not timely. Should the Utility cease billing you and/or commence billing Clearview for any charges relating to you, Clearview will bill you and you will pay Clearview for all such charges, and you will be liable for all costs including legal fees, associated with the collection of outstanding balances. Clearview reserves the right to terminate this Agreement on at least fourteen (14) calendar days written notice should you fail to pay the bill or fail to meet any agreed-upon payment arrangements. If Clearview terminates this Agreement for non-payment by customer, customer shall be responsible for any early termination fee. Failure to pay your electric utility charges may result in disconnection in accordance with the electric utility tariff.

5. Cancellation Provisions

Customer may rescind this Agreement within five (5) business days postmark of the mailed Agreement documents, or three (3) business days from electronic receipt of the Agreement, by contacting Clearview Electric Inc. at 1.800.746.4702 or in writing. Customer is liable for all Clearview Electric Inc. charges until Customer returns to the Utility or goes to another supplier. 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 true-up subsequent to the final meter reading.



6. Agreement Expiration/Change in Terms

If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us at least 45 days prior to the end of the initial contract term but no more than 90 days in advance of such date. We will explain your options to you in the notification

7. Term and Termination

ClearGuaranteeSM and ClearGreenGuaranteeSM – The term shall commence as of the date the change of provider to Clearview Electric is deemed effective by the EDC and shall continue for the Initial Term specified under “Length of Agreement.” If you terminate this Agreement prior to the expiration of this Agreement, you will be charged \$12.50 per month based on the remaining term of the Agreement. However, you may terminate this Agreement with 48 hours’ notice without penalty as a result of relocation, disability that renders the customer of record unable to pay for Clearview Electric’s service, and/or the customer of record’s death.

ClearValueSM and ClearGreenValueSM - The term shall commence as of the date the change of provider to Clearview Electric is deemed effective by the EDC and shall continue for one (1) month thereafter (“Initial Term”). This Agreement shall automatically renew for successive one (1) month periods (“Renewal Term”). Customer may cancel this Agreement at any time by providing 30 days’ notice. There is no penalty for cancellation of this Agreement. Customers may terminate the Agreement, with 48 hours’ notice without penalty as a result of a relocation, disability that renders the customer of record unable to pay for Clearview Electric’s service, and/or the customer of record’s death.

If Customer fails to pay a bill in full, Clearview Electric reserves the right to return the Customer to the provider of last resort after twenty (20) days. 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 true-up subsequent to the final meter reading. Customer may cancel this Agreement at any time by providing 30 days verbal or written notice, cancellation fees may apply for fixed products. Customers may contact Clearview Electric, at 1.800.746.4702 or at the address below to provide notice.

8. Customer Consent

By choosing to accept this Agreement from Clearview you understand and agree to the terms and conditions of this Agreement. You hereby authorize Clearview to obtain information from your Utility provider that includes, but is not limited to: billing, history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Clearview reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Clearview will not disclosure customer information without the written consent of customer except for its’ own collections and credit reporting, participation in programs funded by the universal service fund or assigning this Agreement to another CEPS provider.

9. Assignment

Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Clearview. Clearview 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, energy service company, or other entity as authorized by the PUC.



10. Dispute Procedures

If you have questions about your bill or service, you may contact Clearview Electric by calling our Customer Service Department at 1.800.742.4702. If you are not satisfied with the response from the Customer Service Representative, you may ask that your issue be referred to a Clearview supervisor, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the Public Utilities Commission of New Hampshire (PUC) or request information from PUC regarding your consumer protection rights. The PUC's contact information is listed below.

11. Representations and Warranties

The electricity sold under this Agreement will be supplied from a variety of generating sources. If you elect to purchase a renewable energy product, we will insure that the appropriate amount of Renewable Energy Credits (RECs) are retired to authenticate the renewable energy contained in the product. The Utility and PJM Interconnection System will not deliver electricity from a specific generating source to your service address. If you are purchasing renewable energy from us, you are providing financial support for renewable energy generation sources and not receiving the precise energy generated from that source. We make no representations or warranties other than those expressly set forth in this agreement, and we expressly disclaim all other warranties, written or oral, express or implied, including merchantability, conformity to models or samples and fitness for a particular purpose.

12. Miscellaneous

You have the right to request from Clearview, twice within a 12-month period up to 24 months of payment history without charge. Clearview does not offer budget billing for the generation portion of the bill.

13. Contact Information

| | | |
|--------------------------------|--|--|
| Retail Electric Supplier: | Clearview Electric Inc. PO Box 130659 Dallas, TX 75313-0659 1.800.746.4702 www.clearviewenergy.com | |
| Electric Distribution Company: | Public Service Company of New Hampshire PO Box 330 Manchester, NH 03105-0638 1.800.662.7764 www.PSNH.com | National Grid 1.800.322.3223 www.nationalgrid.com |
| | Unitil 6 Liberty Lane West Hampton, NH 03842-1720 1.800.852.3339 www.unitil.com | |
| Public Utilities Commission: | New Hampshire PUC 21 South Fruit St., Ste. 10 Concord, N.H. 03301-2429 1.800.852.3793 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 Company

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

- Granite State (National Grid)
- Unitil
- PSNH

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

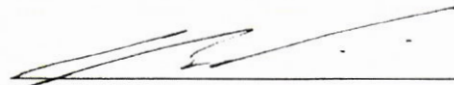
Issued by: Unitil Energy Systems
Represented by: Joel Andruski, Associate Energy Analyst

Date: May 20, 2013

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 & 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 | | | |
| Clearview Electric Inc. | | | 1 | | | |
| 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

Proof of Financial Security

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), and allow a bond that is renewable annually.

FORM OF SURETY BOND

WITNESSETH: This Surety Bond given by **Clearview Electric, Inc.** as Principal, and **Great American Insurance Company**, as Surety, are jointly and severally bound unto **New Hampshire Public Utilities Commission**, as Obligee, in the amount of **(\$100,000.00) One Hundred Thousand & No/100 Dollars** (U.S.), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal and Obligee have entered into certain "Agreements," pursuant to which the Principal may from time to time use the services of the Obligee for the purchase and sale of electric power, transmission, and/or other services (hereinafter referred to as "Transactions"); and,

WHEREAS, the Principal has promised to pay the Obligee any indebtedness arising from such Transactions as bills are rendered, and shall be in Default unless payment is made within the time required under the agreement; and,

WHEREAS, the Surety promises to pay to the Obligee any amounts in Default on any Transactions where the Transactions occur during the term of this Bond; and

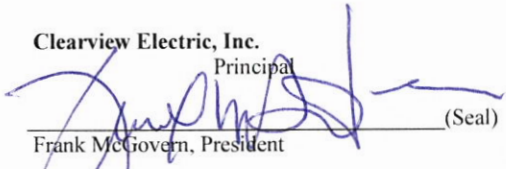
WHEREAS, upon Default, as defined in the applicable Agreements, or failure to remit payment pursuant to a demand within the required time frame under the applicable Agreements, the Obligee shall provide notice to the Surety and to Principal, and the Surety shall render payment to the Obligee within thirty (30) days of receipt of such notice.

NOW, THEREFORE, the Principal shall pay or cause to be paid to the Obligee, within the time required under the Agreements, all amounts arising from such Transactions or demands that may at any time hereafter be due and owing to the Obligee by the Principal, and shall have no other obligation under this Bond. This Bond shall remain in full force and effect for the term set forth below unless terminated as provided below.

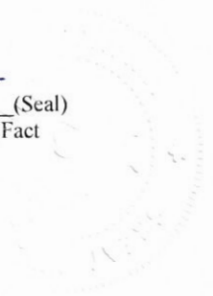
This bond is subject to the following terms, limitations and conditions:

1. The term of this bond shall be for one year commencing on 09-02-2013, and shall continue from year to year thereafter unless terminated in accordance with paragraph 2 below.
2. The Surety shall have the right to terminate its liability hereunder at any time by giving notice in writing to the Obligee and the Principal and stating therein the effective date of such termination which date shall not be less than ninety (90) days after receipt of said termination notice by the Obligee and with notice to Principal. Such notice shall not limit or terminate any obligation of Surety arising under the Agreements in respect to any obligations arising from any Transactions entered into prior to the date of such termination by Surety.
3. That no proceeding in law or in equity may be brought under this Bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the date of cancellation of this Bond.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 17th day of September, 2013.

Clearview Electric, Inc.
Principal
 (Seal)
Frank McGovern, President

Great American Insurance Company
 (Seal)
William Belpedio, Attorney-In- Fact



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 20107

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|---------------------|------------------|----------------|
| THOMAS C. BUCKNER | ALL OF | BOTH |
| MICHAEL J. HERRANEN | PHOENIX, ARIZONA | \$75,000,000. |
| WILLIAM BELPEDIO | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **3RD** day of **AUGUST**, 2011 .
Attest **GREAT AMERICAN INSURANCE COMPANY**



Thomas C. Buckner
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **3RD** day of **AUGUST**, 2011, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **17th** day of **September**, 2013 .



Thomas C. Buckner
Assistant Secretary