

Clearview Electric Inc. :
:
Application for Certificate of :
Service Authority under Section :
16-115 of the Public Utilities Act. :

Docket No. 11-0479

APPLICATION

Clearview Electric Inc. ("Applicant" or "Clearview"), hereby requests that the Illinois Commerce Commission ("Commission") grant it a certificate of service authority pursuant to Section 16-115 of the Public Utilities Act ("Act"). In support of its application, Applicant states as follows:

GENERAL [451.20, 451.30, 451.210, and 451.310]

1. Applicant's name and street address: [451.20(c)(1)]

Clearview Electric Inc.
600 N Pearl Street, Suite S104
Dallas, TX 75201

2
ILLINOIS
COMMERCE COMMISSION
2011 JUN -9 A 10:46
CHIEF CLERK'S OFFICE

2. Related Information:

- Type of business entity: [corporation, LLP, LLC, etc.]

Applicant is a Corporation.

- Jurisdiction in which and under whose laws business entity was created:
Applicant was organized under the jurisdiction of the State of Texas on August 31, 2006.

- Other names under which Applicant does business (D/B/A):

Not Applicable.

- Federal Employer Identification Number: [451.20(c)(2)]

20-5552316

- Registered Agent in Illinois:

Business Filings Incorporated
600 South Second Street, Suite 103
Springfield, IL 62704

3. Contact Persons for the following:

- a) issues related to processing this application,

Peter Jucha, Vice President
Clearview Electric Inc.
P.O. Box 130659 Dallas, TX 75313-0659
Voice 214-884-1740
Facsimile 972/546-9991
regulatory@clearviewelectric.net

- b) issues related to retail customers, including complaint resolution, and

Joan Parker, Regulatory Compliance Manager
Clearview Electric Inc.
P.O. Box 130659 Dallas, TX 75313-0659
Voice 214-884-1720
Facsimile 972/546-9991
regulatory@clearviewelectric.net

- c) technical issues, including scheduling of generation, transmission, and distribution, and issues arising from relationships with other providers of electric services.

Peter Jucha, Vice President
Clearview Electric Inc.
P.O. Box 130659 Dallas, TX 75313-0659
Voice 214-884-1740
Facsimile 972/546-9991
execs@clearviewelectric.net

- 4. Applicant agrees to accept service by electronic means. [451.30(e)]
- 5. Applicant is licensed to do business in the State of Illinois, as demonstrated in Attachment A. [451.20(d)(1)]
- 6. Applicant will publish notice of its application for certification in the Official State Newspaper within 10 days following its filing of the application for certification. The applicant will file proof of publication with the Clerk of the Commission within 5 days after publication. [451.30(a)]
- 7. Applicant's employees that will be installing, operating, and maintaining generation, transmission, or distribution facilities within the State of Illinois, as well as any entity with which the Applicant has contracted to perform those functions, have the requisite knowledge, skills, and competence to perform those functions in a safe and responsible manner in order to provide safe and reliable service in accordance with the criteria stated in Section 16-128(a) of the Act [220 ILCS 5/16-128(a)]. [451.20(d)(2)] [If applicable]

Applicant certifies that it currently has no intent to install, operate, or maintain any generation, transmission or distribution facilities.

- 8. Description of Applicant's business. Applicant is not affiliated with an Illinois utility. Applicant is engaged in the competitive retail sale of electric power to end-user customers, utilizing the jurisdictional transmission and distribution facilities of electric distribution utilities. Applicant is licensed by the Connecticut Board of Public Utilities, New York Public Service Commission, Pennsylvania Public Utilities Commission, Texas Public Utilities Commission as a competitive Retail Electric Supplier, and with the State of New Jersey Board of Public Utilities and Maryland Public Service Commission as an Electric Supplier, and with the Public Service Commission of the District of Columbia as an Electric Supplier. Applicant is a market participant in PJM, NY-ISO, NE-ISO, but owns no generating units or transmission facilities. [451.30(c)(1)]
- 9. Applicant seeks authority to offer electric power and energy products and services in the entire State of Illinois. [451.30(c)]

10. Applicant seeks authority to serve all classes of customers, including residential, commercial and industrial under Part 451 Subpart D. [451.30(c)(2)]
11. Proof of notification to each utility of Applicant's intent to serve in the utility's service area is provided in Attachment B. [451.30(c)(3)]
12. Applicant certifies that it:
 - a) will comply with all applicable Federal, State, regional and industry rules, practices, policies, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system; [451.20(a)]
 - b) will comply with informational and reporting requirements that the Commission may by rule establish; [451.20(b)]
 - c) will comply with all other applicable laws and regulations and Commission rules and orders; [451.20(e)]
 - d) will comply with all terms and conditions required by Sections 16-115A(a), (b), and (f), 16-119, 16-123, 16-125(b) and (c), 16-127, and 16-128(a) of the Act, to the extent those Sections have application to the services being offered by the alternative retail electric supplier; [451.30(d)(2)] and
 - e) will comply with all terms and conditions required by Section 16-115A(c) of the Act. [451.210 and 451.310(a)]
13. Applicant agrees to submit good faith schedules of transmission and energy in accordance with applicable tariffs; [451.20(a)]
14. Applicant certifies that it will provide for review by Staff on a confidential and proprietary basis data related to contracts for the purchase and sale of electric power and energy; [451.20(b)]
15. Applicant certifies it will procure renewable energy resources as required by Section 16-115D and subsection (d) of Section 16-115 of the Act [451.20(f)].
16. Applicant certifies that it will source electricity from clean coal facilities, as required by Section 16-115(d)(5) of the Act. [451.20(g)]
17. Applicant agrees to adopt and follow rules and procedures ensuring that authorizations received from customers, customer billing records, and requests for delivery service transmitted to utilities are retained for a period of not less than two calendar years after the calendar year in which they were created. [451.40(a)]
18. Applicant agrees to adopt and follow rules and procedures to preserve the confidentiality of its customer's data. [451.40(b)]
19. Applicant does not currently have authority from the Commission to be an ARES.

20. Please see Attachment C, a listing of jurisdictions where Applicant is licensed as an alternative retail electric supplier, similar to the licensure required under Section 16-115 of the Illinois Public Utilities Act. Additionally, the Applicant is providing as Attachment D disclosure of complaints filed against it for its provision of any services in the electric or gas industry in this or any other jurisdiction. Included in its response, Applicant is providing the nature of the complaint, the jurisdiction, and the ultimate resolution.

LICENSE OR PERMIT BOND [451.50]

21. In accordance with Part 451 Subpart D, Applicant is seeking authority to serve all classes of customers. Clearview Electric has obtained a security bond in the amount of \$300,000 and in favor of the People of the State of Illinois. Please see Attachment E.

FINANCIAL QUALIFICATIONS [Clearly state 451.110, 451.220, or 451.320—Not applicable to Subpart E Applicants]

22. Applicant asserts it meets the financial qualification criteria in Section 451.320(a)(2). Clearview has five million dollars (\$5 MM) in a non-expiring credit agreement secured by a sleeving arrangement with a subsidiary of a holding company with a Moody rating of A2. \$1MM of this total credit availability within the PJM RTO is designated and available to service customers in the state of Illinois. The sleeving company essentially acts as a wholesale supplier of electric energy within the PJM market. This agreement was first entered into on November 14, 2008, and then modified on May 10, 2010 to cover additional territories (PJM).

- Copies of the Moody's rating page of the sleeving company is supplied in redacted form and under seal in Attachment F, Exhibit A. Copies of the sleeving company's financial statements are supplied under seal in Attachment F, Exhibit A.

- A letter stating \$1MM of credit availability is designated for serving load in Illinois, and the underlying contracts for the sleeving / financing arrangements are included in redacted form in Attachment F, Exhibit B, and are filed under seal. [320(a)(2)(C)(i and ii)]

- Copies of Clearview's financial statements (reviewed for 2009, and audited for 2010) are supplied in Attachment F, Exhibit C in redacted form, and also are filed under seal. [451.320(a)(2)(C)(iii)]

- A schedule showing that \$1MM is greater than 10% of projected revenues in Illinois is filed in Attachment F, Exhibit D. [451.320(a)(2)(C)(v)]

- A history of Clearview and a brief explanation of the sleeving arrangement, as well as a graphical explanation of the sleeving arrangement flow of information and monies, is found in Attachment F, Exhibit E.

Should the Commission determine that Clearview's sleeving credit arrangement does not qualify as a bonafide credit vehicle under its definition in 451.320(a)(2), Clearview further asserts that it also meets the financial qualification criteria in Section 451.320(b).

- A history of Clearview and a brief explanation of the sleeving arrangement, as well as a graphical explanation of the sleeving arrangement flow of information and monies is found in Attachment F, Exhibit E. This outlines how Clearview's financial resources are sufficient for the services it seeks to provide. [451.320(b)(1)]

- Financial statements are provided in Attachment F, Exhibit C. [451.320(b)(2)(A-B, G)]

- Applicant expects to enter into a contract with Commonwealth Edison to supply electric load in Commonwealth Edison delivery territory upon approval by the Commission. [451.320(b)(2)(D)]

- Contracts for sleeving are provided in Attachment F, Exhibit B. [451.320(b)(2)(E)]

- Contracts for load scheduling are provided in Attachment F, Exhibit F. [451.320(b)(2)(E)]

- Projected budgets for the next three fiscal years (2011-2013) are provided in Attachment F, Exhibit G. [451.320(b)(2)(F)]

- Tax returns, which include ownership information, and Dun & Bradstreet Business Information Report are provided in Attachment F, Exhibit H. [451.320(b)(2)(C,G)]

23. Applicant will not provide electric power and energy with property, plant and equipment that it owns, controls, or operates.

TECHNICAL QUALIFICATIONS [Clearly state 451.120, 451.230, 451.330, or 451.420]

24. Applicant will not use electric generation, transmission or distribution facilities that it owns, controls or operates in serving customers.[451.330(a)] Applicant seeks to meet the requirements of Part 451.330(d) as demonstrated in Attachment G, which identifies the persons or agents who are being used to meet the requirements of this section, and includes a narrative, biographies and work histories of the key personnel demonstrating compliance with the technical qualifications requirements of this section.

25. Applicant designates the following where its staff can be directly reached at all times:
- Frank McGovern: Cell: 214-906-3453, email: QtelFrank@aol.com
Peter Jucha: Cell: 972-897-1939, email: QtelPeter@aol.com
Address: 600 N. Pearl St., Suite S104, Dallas, TX 75201
Fax: 972-546-9991

MANAGERIAL QUALIFICATIONS [Clearly state 451.130 and 451.140, 451.240 and 451.250, 451.340 and 451.350, or 451.430]

26. Applicant seeks to meet the managerial qualifications set forth in Part 451.340 as demonstrated in Attachment G, which identifies the persons or agents who are being used to meet the requirements of this section, and includes a narrative, biographies and work histories of the key personnel demonstrating compliance with the technical qualifications requirements of this section. The attachment also includes an exhibit containing a corporate organizational chart, identifying the persons or agents who are being used to meet the requirements of Part 451.340, including a narrative, biographies and work histories of the key personnel demonstrating compliance with the managerial qualifications requirements of these sections
27. Applicant is relying on one or more agents or contractors to meet the technical and managerial requirements of Part 451.330 and 451.340. Each agent and contractor on whom the Applicant relies to meet these requirements is disclosed in Attachment G. This attachment includes a narrative of agent's or contractor's key personnel showing clearly how each applicable technical or managerial experience requirement is being met. [451.350(a)] Applicant certifies that each such agent or contractor will comply with all the sections of Part 451 that are applicable to the functions to be performed by the respective agent or contractor. [451.350(b)]

FINANCIAL QUALIFICATIONS FOR SINGLE BILLING SERVICE [451.510]

28. Applicant does not intend to provide single billing services under Section 451.510.

GENERAL PROVISIONS FOR APPLICANTS FILING UNDER SUBPART D [451.310]

29. Applicant certifies it will remain in compliance with all terms and conditions required by Section 16-115A(c). [451.310(a)]
30. Applicant will not seek to serve customers within a geographic area that is smaller than an electric utility's service area. Applicant will not impose any restrictions on the number of customers or maximum load to be serviced. Applicant certifies that it will not deny service to a customer or group of

customers nor establish any differences as to prices, terms, conditions, services, products, facilities, or in any other respect, whereby such denial or differences are based upon race, gender or income nor deny service to a customer or group of customers based on locality, nor establish any unreasonable differences as to prices, terms, conditions, services, products, or facilities as between localities [451.310(b)]

31. Applicant has never been denied an electric supplier license in any state in the United States. [451.310(c)(1)]
32. Applicant has never had an electric supplier license suspended or revoked by any state in the United States. [451.310(c)(2)]
33. Applicant currently has no electric supplier license applications pending in any other state in the United States. [451.310(c)(3)]
34. Applicant is not the subject of any lawsuits files in a court of law, nor any formal complaints filed with a regulatory agency alleging fraud, deception, unfair marketing practices, or other similar allegations. [451.310(c)(4)]
35. Applicant certifies that its marketing materials which make statements concerning prices, terms and conditions of service contain information that adequately discloses the prices, terms and conditions of the products or services that the Applicant is offering or selling to the customer. [451.310(d)(1)]
36. Applicant certifies that before any customer is switched from another supplier, Applicant will give the customer written information that adequately discloses, in plain language, the prices, terms and conditions of the products and services being offered and sold to the customer. [451.310(d)(2)]
37. Applicant certifies it will provide documentation to the Commission and to customers that substantiates any claims made by the Applicant regarding the technologies and fuel types used to generate the electricity offered or sold to customers. [451.310(d)(3)]
38. Applicant certifies it will provide to the customer itemized billing statements that describe the products and services provided to the customer and their prices, and provide an additional statement, at least annually, that adequately discloses the average monthly prices, and the terms and conditions, of the products and services sold to the customer. [451.310(d)(4)]
39. Applicant certifies it will include materials comprising the consumer education program (pursuant to Section 16-117 of the Act [220 ILCS 5/16-117]) with all initial mailings to potential residential and small commercial retail customers and before executing any agreements or contracts with such customers, and that Applicant will provide these materials at no charge to residential and small commercial retail customers upon request. [451.310(e) and 451.310(f)]

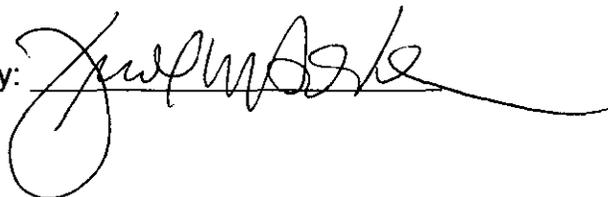
40. Applicant certifies it will provide to residential and small commercial retail customers on a semiannual basis information on how to obtain a list of alternative retail electric suppliers that have been found in the last 3 years by the Commission (pursuant to Section 10-108 of the Act [220 ILCS 5/10-108]) to have failed to provide service in accordance with the terms of their contracts (pursuant to Section 16-117(g)(4)(C) of the Act). [451.310(g)]

WHEREFORE, Applicant requests that the Commission grant its application for service authority to serve all retail customer groups, within the entire State of Illinois, upon Commission determination that the application and the documents submitted in support of the application contain information showing that the applicant meets the requirements of Section 16-115 of the Act.

Respectfully submitted,

Clearview Electric Inc.

By:



Francis X. McGovern, President
Clearview Electric Inc.
P. O. Box 130659 Dallas, TX 75313-0659
Voice 214-746-6363
Facsimile 972/546-9991
execs@clearviewelectric.net

VERIFICATION

STATE OF TEXAS) ss:
COUNTY OF DALLAS)

Francis X. McGovern, being first duly sworn, deposes and says that he is the President of Clearview Electric Inc.; that he has read the foregoing Application of Clearview Electric, Inc., and all of the attachments accompanying and referred to within the Application; and that the statements contained in the Application and the attachments are true, correct and complete to the best of his knowledge, information and belief.


Francis X. McGovern, President

Subscribed and sworn to before me
this 26 day of may, [year]. 2011


Notary Public

[Stamp of Notary]



STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Clearview Electric Inc. :
 : Docket No.
 Application for Certificate of :
 Service Authority under Section :
 16-115 of the Public Utilities Act :

VERIFICATION

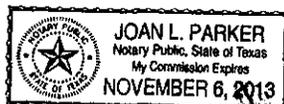
STATE OF TEXAS)
 COUNTY OF DALLAS)

Derek Campbell, being first duly sworn, deposes and says that he is the Chief Financial Officer of the Applicant, Clearview Electric Inc. and has provided Financial Data, as filed confidentially in Exhibit F of the above referenced Application. He states that all financial documents contained within the Application are true, correct and complete to the best of his knowledge and belief,

Subscribed and sworn to before me this 26th day of May 2011 .

Derek Campbell
 Derek Campbell, Chief Financial Officer

Joan L. Parker
 Notary Public



11/6/2013
 My Commission Expires

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Clearview Electric Inc. :
: Docket No.
Application for Certificate of :
Service Authority under Section :
16-115 of the Public Utilities Act :

CERTIFICATE OF SERVICE

STATE OF TEXAS)
COUNTY OF DALLAS)

The undersigned, being duly sworn on oath, deposes and says on April 6, 2011, a true and correct copy of the application filed in the matter referenced as Clearview Electric Inc.'s Application for Certificate of Service Authority under Section 16-115 of the Public Utilities Act was served via overnight delivery to the following parties:

Manager of Engineering Department, Energy Division, Illinois Commerce Commission
Manager of Finance Department, Financial Analysis Division, Illinois Commerce Commission
Consumer Services Division, Illinois Commerce Commission
Deputy General Counsel, Energy Division, Illinois Commerce Commission.

Subscribed and sworn to before me this 26th day of May 2011.


Peter Jucha, Vice President


Notary Public



11/6/2013
My Commission Expires

Attachment A

Illinois Secretary of State Authority



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

MAY 18, 2010

6717-258-2

C T CORPORATION SYSTEM
600 S SECOND ST
SPRINGFIELD, IL 62704

RE CLEARVIEW ELECTRIC INC.

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THIS DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY IN ILLINOIS IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED, AS PROVIDED BY SECTION 1.10 OF THE BUSINESS CORPORATION ACT OF THIS STATE. FOR FURTHER INFORMATION CONTACT YOUR RECORDER OF DEEDS.

THE CORPORATION MUST FILE AN ANNUAL REPORT AND PAY FRANCHISE TAXES PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SECURITIES CANNOT BE ISSUED OR SOLD EXCEPT IN COMPLIANCE WITH THE ILLINOIS SECURITIES LAW OF 1953, 815 ILLINOIS COMPILED STATUTES, 5/1 ET SEQ. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE SECRETARY OF STATE, SECURITIES DEPARTMENT AT (217) 782-2256 OR (312) 793-3384.

SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

JW:CD

Attachment B

Notification of Intent to Serve Load



May 17, 2011

Jackie K. Voiles
Ameren Illinois
200 W. Washington St
Springfield, IL 62701-1117

Re: Clearview Electric, Inc. Notification of Intent to Serve Load in the Ameren Service Territory

Jackie K. Voiles:

Pursuant to 83 Ill. Adm. Code 451.30(c)3, Clearview Electric, Inc. ("Clearview") hereby provides notification that it is in the process of filing an application with the Illinois Commerce Commission that it be granted a certificate of authority to provide alternative retail electric supplier services, pursuant to Section 16-115 of the Public Utilities Act.

Further, Clearview hereby provides notification of its intent to serve in the Ameren service area, after the application has been approved.

Sincerely,



Francis X. McGovern, President



May 17, 2011

Thomas S. O'Neill
Commonwealth Edison Company
440 S LaSalle St, Ste 3300
P. O. Box 805379
Chicago, IL 60605

Re: Clearview Electric, Inc. Notification of Intent to Serve Load in the
Commonwealth Edison Service Territory

Thomas S. O'Neill:

Pursuant to 83 Ill. Adm. Code 451.30(c)3, Clearview Electric, Inc. ("Clearview") hereby provides notification that it is in the process of filing an application with the Illinois Commerce Commission that it be granted a certificate of authority to provide alternative retail electric supplier services, pursuant to Section 16-115 of the Public Utilities Act.

Further, Clearview hereby provides notification of its intent to serve in the Commonwealth Edison Company service area, after the application has been approved.

Sincerely,

A handwritten signature in black ink, appearing to read "Francis X. McGovern", is written over a horizontal line. The signature is fluid and cursive in style.

Francis X. McGovern, President



May 17, 2011

Eric Bramlet
Koger & Bramlet, P.C.
316 ½ Market St
PO Box 278
Mt. Carmel, IL 62863

Re: Clearview Electric, Inc. Notification of Intent to Serve Load in the Mt. Carmel Public Utility Service Territory

Eric Bramlet:

Pursuant to 83 Ill. Adm. Code 451.30(c)3, Clearview Electric, Inc. ("Clearview") hereby provides notification that it is in the process of filing an application with the Illinois Commerce Commission that it be granted a certificate of authority to provide alternative retail electric supplier services, pursuant to Section 16-115 of the Public Utilities Act.

Further, Clearview hereby provides notification of its intent to serve in the Mt. Carmel Public Utility Company service area, after the application has been approved.

Sincerely,

A handwritten signature in black ink, appearing to read "Francis X. McGovern", is written over a faint, larger version of the same signature.

Francis X. McGovern, President



May 17, 2011

William Taylor
MidAmerican Energy Company
666 Grand Ave
PO Box 657
Moline, IL 61265

Re: Clearview Electric, Inc. Notification of Intent to Serve Load in the
MidAmerican Energy Company Service Territory

William Taylor:

Pursuant to 83 Ill. Adm. Code 451.30(c)3, Clearview Electric, Inc. ("Clearview") hereby provides notification that it is in the process of filing an application with the Illinois Commerce Commission that it be granted a certificate of authority to provide alternative retail electric supplier services, pursuant to Section 16-115 of the Public Utilities Act.

Further, Clearview hereby provides notification of its intent to serve in the MidAmerican Energy Company service area, after the application has been approved.

Sincerely,

Francis X. McGovern, President



May 17, 2011

James M. Helm
Electric Energy, Inc.
PO Box 165
Joppa, IL 62953

Re: Clearview Electric, Inc. Notification of Intent to Serve Load in the Electric Energy, Inc. Service Territory

James M. Helm:

Pursuant to 83 Ill. Adm. Code 451.30(c)3, Clearview Electric, Inc. ("Clearview") hereby provides notification that it is in the process of filing an application with the Illinois Commerce Commission that it be granted a certificate of authority to provide alternative retail electric supplier services, pursuant to Section 16-115 of the Public Utilities Act.

Further, Clearview hereby provides notification of its intent to serve in the Electric Energy, Inc. service area, after the application has been approved.

Sincerely,

Francis X. McGovern, President

Shipment Receipt**Transaction Date:**

26 May 2011

Tracking Number:

1Z3T4Y231398062265

1 Address Information

Ship To:
MidAmerican Energy Company
William Taylor
666 Grand Ave
MOLINE IL 61265

Ship From:
Clearview Electric
Peter Jucha
600 N Pearl St, Suite S104
DALLAS TX 75201
Telephone:9728971939

Return Address:
Clearview Electric
Peter Jucha
600 N Pearl St, Suite S104
DALLAS TX 75201
Telephone:9728971939

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 0.5 lbs (Letter billable)	UPS Letter	100.00 USD	

3 UPS Shipping Service and Shipping Options

Service:
UPS Next Day Air Saver

Guaranteed By: **1**
3:00 PM Friday, 5/27/2011

Shipping Fees Subtotal:	30.94 USD
Transportation	26.90 USD
Fuel Surcharge	4.04 USD
Declared Value	
Package 1	0.00 USD

4 Payment Information

Bill Shipping Charges to: MasterCardxxxxxxxxxxxx3704

Retail rates were applied to this shipment

Total Charged: **30.94 USD**

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery

has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at

<https://www.ups.com/uis/create?ActionO...>

Shipment Receipt

Transaction Date:
Tracking Number:

26 May 2011
1Z3T4Y231395713245

1 Address Information

Ship To: Koger & Bramlet, PC 316 1/2 Market St MOUNT CARMEL IL 628631519	Ship From: Clearview Electric Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone:9728971939	Return Address: Quality Telephone, Inc. Peter Jucha PO Box 7310 DALLAS TX 75209 Telephone:9728971939
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 0.5 lbs (Letter billable)	UPS Letter	100.00 USD	

3 UPS Shipping Service and Shipping Options

Service:
UPS Next Day Air Saver

Guaranteed By: **1**
4:30 PM Friday, 5/27/2011

Shipping Fees Subtotal:	31.45 USD
Transportation	25.50 USD
Fuel Surcharge	4.10 USD
Declared Value	
Package 1	0.00 USD
Delivery Area Surcharge	
Package 1	1.85 USD

4 Payment Information

Bill Shipping Charges to: MasterCardxxxxxxxxxxx3704

Retail rates were applied to this shipment

Total Charged: **31.45 USD**

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery

<https://www.ups.com/uis/create?ActionO...>

Shipment Receipt

Transaction Date:
Tracking Number:

26 May 2011
1Z03939T1398727866

1 Address Information

Ship To: Commonwealth Edison Company Thomas S. O'Neill 440 S LaSalle St, Ste 3300 CHICAGO IL 606055022	Ship From: Clearview Electric Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone:9728971939	Return Address: Quality Telephone, Inc. Peter Jucha PO Box 7310 DALLAS TX 75209 Telephone:9728971939
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 0.5 lbs (Letter billable)	UPS Letter	100.00 USD	

3 UPS Shipping Service and Shipping Options

Service:
UPS Next Day Air Saver

Guaranteed By: **1**
3:00 PM Friday, 5/27/2011

Shipping Fees Subtotal: **30.94 USD**

Transportation	26.90 USD
Fuel Surcharge	4.04 USD
Declared Value Package 1	0.00 USD

Additional Shipping Options:
Quantum View Notify E-mail Notifications: No Charge
1 pjucha@clearviewelectric.net: Ship ,Exception ,Delivery
2 PeterJKC@aol.com: Ship ,Exception ,Delivery

4 Payment Information

Bill Shipping Charges to: MasterCardxxxxxxxxxxxx3704

Retail rates were applied to this shipment

Total Charged: **30.94 USD**

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery

has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at

<https://www.ups.com/uis/create?ActionO...>

Shipment Receipt

Transaction Date:
Tracking Number:

26 May 2011
1Z03939T1398417058

1 Address Information

Ship To: Ameren Illinois Jackie K Voiles 200 W Washington St SPRINGFIELD IL 627011102	Ship From: Clearview Electric Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha PO Box 7310 DALLAS TX 75209 Telephone: 9728971939
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 0.5 lbs (Letter billable)	UPS Letter	100.00 USD	

3 UPS Shipping Service and Shipping Options

Service:
UPS Next Day Air Saver

Guaranteed By: ¹
3:00 PM Friday, 5/27/2011

Shipping Fees Subtotal:	29.33 USD	Additional Shipping Options:	
Transportation	25.50 USD	Quantum View Notify E-mail Notifications:	No Charge
Fuel Surcharge	3.83 USD	1 pjucha@clearviewelectric.net: Ship ,Exception ,Delivery	
Declared Value		2 PeterJKC@aol.com: Ship ,Exception ,Delivery	
Package 1	0.00 USD		

4 Payment Information

Bill Shipping Charges to: MasterCardxxxxxxxxxxx3704

Retail rates were applied to this shipment

Total Charged: **29.33 USD**

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery

has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at

<https://www.ups.com/uis/create?ActionO...>

Shipment Receipt**Transaction Date:**

26 May 2011

Tracking Number:

1Z3T4Y231396510873

1 Address Information

Ship To: Electric Energy, Inc. James M. Helm 2100 Portland Rd JOPPA IL 62953	Ship From: Clearview Electric Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone:9728971939	Return Address: Clearview Electric Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone:9728971939
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 0.5 lbs (Letter billable)	UPS Letter	100.00 USD	

3 UPS Shipping Service and Shipping Options

Service:
UPS Next Day Air Saver

Guaranteed By: **1**
4:30 PM Friday, 5/27/2011

Shipping Fees Subtotal:	31.45 USD	Additional Shipping Options:	
Transportation	25.50 USD	Quantum View Notify E-mail Notifications:	No Charge
Fuel Surcharge	4.10 USD	1 pjucha@clearviewelectric.net: Ship ,Exception ,Delivery	
Declared Value		2 PeterJKC@aol.com: Ship ,Exception	
Package 1	0.00 USD		
Delivery Area Surcharge			
Package 1	1.85 USD		

4 Payment Information

Bill Shipping Charges to: MasterCardxxxxxxxxxx3704

Retail rates were applied to this shipment

Total Charged: **31.45 USD**

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery

<https://www.ups.com/uis/create?ActionO...>

Attachment C

Jurisdictions where Clearview is Licensed as an Electric Supplier

Texas: Licensed as a Retail Electric Provider (REP)
Issue Date: 08/31/2006
License # 10129

Connecticut: Licensed as an Electric Supplier
Issue Date: 11/26/2007
Docket # 07-08-17

New York: Certified as an Energy Service Company
Issue Date: 07/14/2009
Case #98-M-1343

Pennsylvania Licensed as an Electric Generation Supplier
Issue Date: 05/26/2010
Application # A-2010-2152506

New Jersey Licensed as an Electric Power Supplier
Issue Date: 08/04/2010
License # #ESL-0089

District of Columbia: Licensed as an Electric Supplier
Issue Date: 09/09/2010
Order #15972

Delaware Certified as Electric Supplier
Issue Date: 11/18/2010
Order # 7860

Maryland: Licensed as an Electric Supplier
Issue Date: 12/08/2010
License Reference # IR-2009

Attachment D

Disclosure of Complaints

Clearview has been very responsive to any customer complaints and has set forth policies and procedures to ensure compliance from inception of the sale. Approval of each telemarketing site is required. Clearview visits each site typically prior to any sales activity. Telemarketers may not employ any new sites on a Clearview campaign without prior Clearview approval. As a result, Clearview currently only uses telemarketers that meet the following requirements:

Scripting:

All sales and sales verification scripts are written and/or approved by Clearview.

Training:

There is in-class training as well as role-play. The script is taught extensively. The formal training is followed by side-by-sides. Total training time is 2 weeks.

Coaching and follow-up training sessions (i.e., for script changes) are done one of the Floor Supervisors. In order to ensure validity of sales, the Floor Supervisor listens to a random sample of sales calls each day to ensure quality. He/She has the capability to monitor, live coach, or take over the sales call from his/her desk.

The Floor Supervisor also listens to a random sample of recorded sales calls each week for coaching purposes (both individually and for the team).

Spoofing:

The vendors randomly call Clearview numbers to confirm that the telemarketer's telephone number is captured by Caller ID.

Slamming:

Representatives are given a warning with the first instance of any sign of any misrepresentation. In certain instances, Clearview reserves the right to terminate upon first offense depending upon severity of the issue. With the second instance, the employee is immediately dismissed. In addition, Clearview monitors the number of complaints carefully and will dismiss an entire marketing group if levels increase beyond a negligible amount.

Verification:

Verification is passed off to an in-house or outside verifier whose job is to verify all sales. The verification is recorded and ensures that the customer understands and agrees with the terms of the switch to Clearview. Verifications are received for each sale prior to processing the switch.

First level of oversight:

A Service Representative of the telemarketing vendor reviews ALL TPV's prior to sending the sale through to Clearview. Should there be any question about the validity of the sale, it is sent back to the telemarketer for possible follow up. The sale is not sent to Clearview unless it passes this initial screening

Review of TPV recording by Clearview:

Clearview randomly audits sales calls and verifications each week to ensure compliance.

Telemarketing audit:

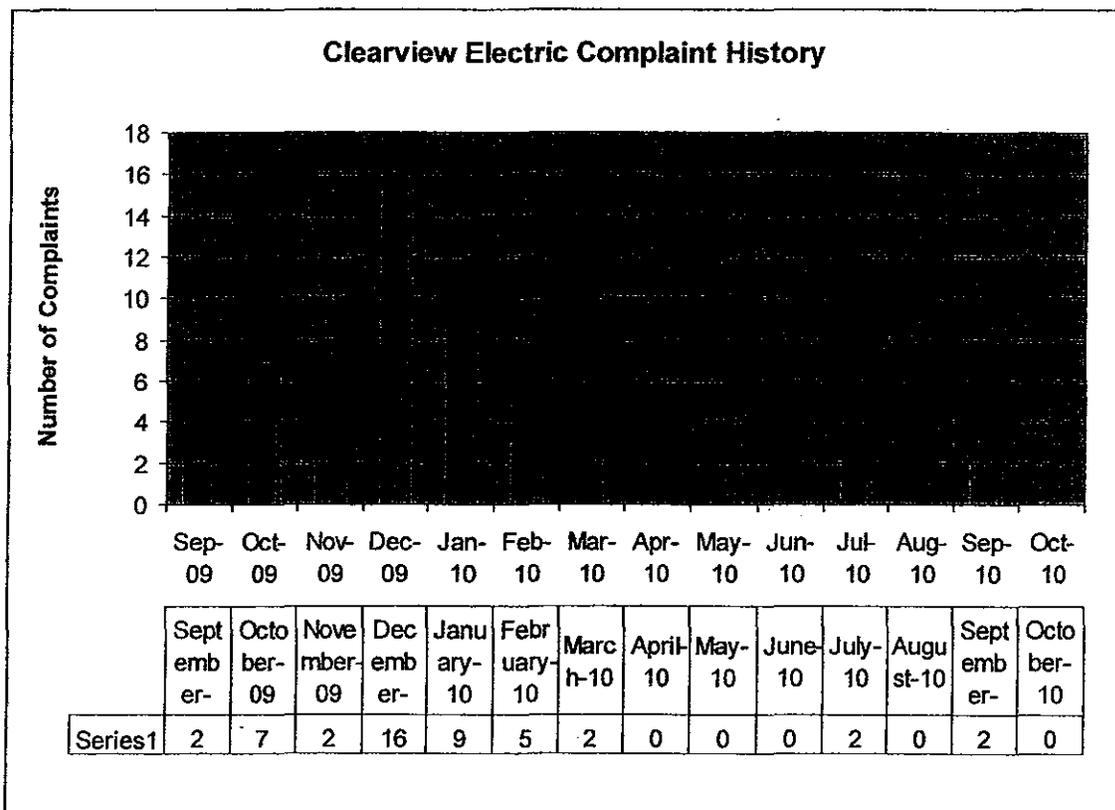
Clearview has committed to auditing each of its vendors at least once quarterly to ensure compliance.

Side-by-side with telemarketing representatives:

As part of the quarterly review, each telemarketing representative has at least one Clearview representative listen in on several conversations, and has the opportunity to ask questions. Clearview finds the representatives follow the script fairly closely, are knowledgeable, and able to handle a variety of customer questions.

Clearview has demonstrated that aggressive management of its marketing channels has resulted in far less consumer complaints. Clearview's stringent requirements ensure consumer understanding and satisfaction. Clearview understands its obligation to the consumers it seeks to serve. Indeed, Clearview now has a regulatory department charged with ensuring compliance with all State rules and regulations. The Company's Regulatory Department collectively has in excess of forty years experience in regulated industry compliance. Additionally, it has created policies and procedures to ensure compliance from the inception of the sale. This ensures consumers are offered a solid competitive option, thereby enhancing consumer choice in electric supplier.

Although Clearview has experienced its challenges, all matters seem to be a product of learning the industry, customers, services and products. Clearview has proactively addressed any consumer concerns through investigations, remediation, and change of processes and procedures. Following is a depiction of Clearview's complaint history:



Clearview Electric, Inc. ("Clearview") has had two regulatory issues to overcome. The first occurred in the latter part of 2009, when Clearview was notified by the Oversight and Enforcement Division (O&E) of the Texas Public Utilities Commission (P.U.C.) that it sought to determine whether Clearview was in compliance with the Public Utility Regulatory Act (PURA) § 39.101, related to Customer Safeguards and Commission Substantive Rule 25.480(h) related to Level and Average Billing Plans. Upon learning of the potential regulatory issue, Clearview acted immediately to resolve this situation and not only amended its terms and service, but also notified all of its customers of their eligibility to receive Level and Average Billing.

The O&E determined in its investigation of the matter that Clearview was non-compliant with P.U.C. SUBST, R. 25.480(h), related to level and average billing plans.

Notwithstanding, this issue was resolved on December 17, 2009, informally, with no Notice of Violation being issued. The O&E notes that "Clearview has come into compliance by amending its terms of service. Because of Clearview's expeditious (sic)

compliance, O&E Staff has elected not to recommend an administrative penalty at this time."

The second issue came about on November 12, 2009, when the Department of Public Utility Control began an Investigation of Clearview in Docket #09-11-12. The purpose of this docket was to investigate "(t)he marketing practices of a telemarketer hired by Clearview, Clearview's delay in responding to Department inquiries; and Clearview's compliance with the technical filing requirements of the DPUC."

On April 28, 2010, the Connecticut DPUC recognized Clearview's efforts to ensure compliance when it closed its investigation, stating "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."

Connecticut 2010 PUC Complaints

Maureen Charron	1/5/10	1/25/10	CES* CES is no longer contracted with Clearview.	No	Alleged Unauthorized Conversion	Ms. Charron does not remember authorizing the switch to Clearview.	Ms. Charron had a bad year medically and felt she would not agree over the phone to switch. No TPV is available. Cust declined a refund in difference in rates.
Henry Ferguson	1/25/10	2/5/10	TOD	Yes	Alleged Unauthorized Conversion	Mr. Ferguson denies authorizing switch.	Mr. Ferguson authorized the switch per the TPV. The sales call agent was not clear, though, and was disciplined. A refund in the difference in rates for the time with Clearview was issued.
Jonathan Daren	1/25/10	2/11/10	POS	Internet Enrollment	Alleged Unauthorized Conversion	Mr. Daren denies authorizing switch.	Mr. Daren signed up for Clearview online through the Positive Eergy website. Welcome Letter was sent to cust after the acct switched away from CV but we had received no notification from Oncor of the switch. The account never actually switched to Clearview.
Yolanda Shortridge	1/25/10	2/5/10	TOD	Yes	Quality of Service	Service did not get cancelled by CV. Second notification from DPUC to re-rate bills.	Drop order did not go thru; UI manually worked the drop order. Three months' of bills were re-rated and a refund was issued.
Douglas Lockyer	1/25/10	2/10/10	CES* CES is no longer contracted with Clearview.	Yes	Alleged Unauthorized Conversion	Mrs. Lockyer denies authorizing switch.	CV rates were lower than CL&P rates, therefore, no refund. *Welcome Letter was sent after acct switched away from CV but account had not been updated.
Newington Housing Authority / Melinda Harvey	1/28/10	2/18/10	CES* CES is no longer contracted with Clearview.	Yes	Alleged Unauthorized Conversion	Ms. Harvey claims she did not authorize the switch to Clearview.	Ms. Harvey authorized the switch per TPV. After several attempts at contacting Ms. Harvey and finally connecting with her, she declined the TPV or a refund in the difference in rates. She said she did not return Joan's calls because she didn't want to speak to her.
Carol Dimmock	1/28/2010*	2/5/10	TOD	Yes	Quality of Service	Enrollment was sent even though customer had changed her mind.	Cust called the day after agreeing to switch to CV but CSR didn't cancel the order. We asked Ms. Dimmock to contact CL&P to cancel the switch herself, but she didn't. CV issued a drop.
Joe Egan	1/28/2010*	2/5/10	TOD	Yes	Billing	Mr. Egan was quoted a lesser rate than he was charged on his bill.	Refund 1 month's difference of rates. Mr. Egan is still an active Clearview customer.
Versie Jones	1/28/2010*	2/5/10	TOD	Yes	Alleged Unauthorized Conversion	Ms. Jones denies authorizing switch.	Louis Jones authorized the switch. Prior to receiving this notification from the PUC, we had no indication that Ms. Jones felt that she had been switched without authorization as she has not called our customer service to speak with us. I have attempted calling her and have left messages on the answering machine with my name, company name, phone number, and reason of the call, and have received no returned calls.
Marian Woodson	2/1/10	3/2/10	TOD	Yes	General Complaint	Ms. Woodson states that Clearview misrepresented itself and that her MPP was removed with the switch.	Ms. Woodson authorized the switch. Sales and verification recordings indicate clear representation of Clearview. Per United Illuminating, MPP was not removed due to switching suppliers. Ms. Woodson has not called customer service nor returned Joan's phone calls.
Mary James	2/1/10	2/26/10	TOD	Yes	Alleged Unauthorized Conversion	Mrs. James daughter, Marsha Allen, initiated the complaint. Mrs. James is elderly and Ms. Allen was concerned because of the amount of phone calls Mrs. James had been getting.	Joan spoke to both Mrs. James and her daughter, Marsha Allen, on February 24 and explained to them about the electric choice program. She felt like she has a better understanding of the electric choice program now. Sent a copy of the TPV on a CD along with the copy of the letter to the PUC to Ms Allen.

Nancy Casasanta / Dorothy C Wojcicki	2/2/10	2/25/10	TOD	Yes	Alleged Unauthorized Conversion	Ms. Casasanta denies authorizing the switch to Clearview and that she is getting several phone calls from Clearview's marketing firm.	Ms. Casasanta authorized the switch. Nancy & Dorothy have individual telephone numbers and both were called but not at the same time. When they received the "unauthorized sales office" letter they became alarmed. TOD has discontinued utilizing the Iowa call center (unauthorized sales office).
Monica Robinson / Michael Robinson	2/9/10	2/23/10	TOD	Yes	Alleged Unauthorized Conversion	Mrs. Robinson denies authorizing switch to Clearview.	Mrs. Robinson authorized the switch and declined my offer of sending her the recorded TPV. This account never switched to Clearview.
Phyliss Demartino	2/26/10	3/12/01	POS	Internet Enrollment	Alleged Unauthorized Conversion	Ms. Demartino denies authorizing switch to Clearview.	Ms. Demartino signed up for Clearview online through the Positive Eergy website. A Welcome Letter was sent to customer on 12/1/09. Ms. Demartino has not called customer service to cancel service. This complaint was received one month after customer switched away from CV.
Maria Leon	3/22/10	4/13/10	TOD	Yes	Alleged Unauthorized Conversion	Ms. Leon denies authorizing switch to Clearview. Also states she cannot get thru to a Spanish speaking cust svc representative.	Ms. Leon authorized the switch. She called and spoke to a Spanish speaking cust svc representative who attempted canceling the switch but was informed by United Illuminating that a New Enrollment cannot be cancelled but would switch to UI at the end of one month with CV.
Maryann Carrasquillo	3/22/10	4/13/10	TOD	Yes	Billing	Was told one rate and charged another.	Clearview was not aware the order for the rate change did not go through until we received this complaint. Customer had not called cust svc first. A refund for the difference in rates was issued.
Orla Donovan	7/19/10	7/26/10	POS	Internet Enrollment	Billing	Ms. Donovan noticed on her bill that Clearview was no longer her supplier.	Cust was switched away from CV to Res Com by POS. We found this out doing a Winback. Cust decided not to come back to CV.
Charles Ritton	9/28/10	10/12/10	TOD	Yes	Alleged Unauthorized Conversion	Mr. Ritton denies authorizing switch to Clearview.	Mr. Ritton's girlfriend, Susan Lipsowitz, authorized the switch to Clearview. The order was canceled and the account never switched.

Texas 2010 PUC Complaints

James Waghorne	9/3/10	9/10/10	N/A	N/A	Emergency Complaint	Electricity was disconnected and not turned back on until the next day. Customer has heart condition.	Oncor did not work the expedited reconnect order as an expedite. Credited entire Sept. 2010 bill. Mailed a Residential Critical Care Eligibility Determination Form to Mr. Waghorne who said he would take it to his next appt. Clearview provided customer with 100% courtesy credit of all outstanding charges.
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Pennsylvania 2010 PUC Complaints

Fred Creasy	7/27/10	8/6/10	TOD	Y	Alleged Unauthorized Conversion	Mr. Creasy's granddaughter, Melanie Sharrow, felt that Clearview was misrepresented as PP&L.	After listening to the recorded sales and third party verifications, it was determined that both the sales rep and the verifier did not clearly represent themselves as agents for Clearview and were fired. This account never switched to Clearview.
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Connecticut 2009 PUC Complaints

Pauline Bishop	9/29/09	11/18/09	CES* CES is no longer contracted with Clearview.	N	Alleged Unauthorized Conversion	Ms. Bishop denies switch was authorized.	We are unable to locate the TPV. Customer was refunded the difference in rates between CV and Dominion for the one month with us.
Tri County Arc / Audrey Smith	9/29/09	11/18/09	CES* CES is no longer contracted with Clearview.	N	Alleged Unauthorized Conversion	Ms. Smith denies switch was authorized.	Per TPV, Shelly Cox authorized the switch to Clearview. Multiple accounts all dropped.
Ronald Lake	10/2/09	11/18/09	CES* CES is no longer contracted with Clearview.	Y	Alleged Unauthorized Conversion	Mr. Lake felt the marketer was aggressive.	Per TPV, Mr. Lake asked for a phone number to call if he wanted to switch; marketing firm sent this to us as a sale. Mr. Lake is still a customer.
Stewart Korchin	10/8/09	11/18/09	POS	Internet Enrollment	Billing	Was told he would receive a refund.	Mr. Korchin has not called customer service. A refund was mailed to him.
Over the Rainbow Toys / Stanley Giliberto	10/19/09	11/13/09	CES* CES is no longer contracted with Clearview.	Y	Alleged Unauthorized Conversion	Quoted a different rate.	TPV does not state quoted rate. A refund in the difference in rates was issued.
Patricia Smith	10/20/09	11/13/09	CES* CES is no longer contracted with Clearview.	Y	Alleged Unauthorized Conversion	Ms. Smith denies switch was authorized.	Per TPV, agent did not correctly answer questions. Clearview regulatory attempted contacting Ms. Smith but she did not return any phone calls.
Stuart Case	10/28/09	11/18/09	POS	Internet Enrollment	Alleged Unauthorized Conversion	Mr. Case denies switch was authorized.	Mr. Case signed up for Clearview online through the Positive Eergy website. Mr. Case has not called customer service to speak directly to a rep. CL&P retroactively dropped Mr. Case from Clearview.
Olive Blevins	10/28/09	11/17/09	CES* CES is no longer contracted with Clearview.	Y	General Complaint	Was quoted a different rate.	Clearview corrected the rate. Ms. Blevins is still an active Clearview customer.
Town of Canterbury / Ella Hebert	10/28/09	11/4/09	CES* CES is no longer contracted with Clearview.	Y	Alleged Unauthorized Conversion	Ms. Hebert denies switch was authorized.	Per TPV, the switch to Clearview was authorized by Sheila Gale. Multiple accounts.
Patrick Kulo	11/2/09	11/4/09	TOD	Y	Alleged Unauthorized Conversion	Mr. Kulo denies switch was authorized.	Per TPV, Mr. Kulo authorized the switch to Clearview. PUC forwarded copy of TPV to customer and closed the file.
Robert Platt	11/20/09	11/24/09	TOD	Y	Alleged Unauthorized Conversion	Mr. Platt denies switch was authorized.	Per TPV, Mr. Platt authorized the switch. Mailed CD of TPV to Mr. Platt. A refund in the difference in rates between CV and Direct Energy was issued. Sales script has been modified.
John Kuczenski	12/4/09	12/11/09	TOD	Y	Alleged Unauthorized Conversion	Mr. Kuczenski denies switch was authorized.	Per TPV, Mr. Kuczenski authorized the switch. Cust will initiate switch to another supplier. Mr. Kuczenski declined the offer of our sending him a copy of the TPV.

Pauline Bishop	9/29/09	11/18/09	CES*	N	Alleged Unauthorized Conversion	Ms. Bishop denies switch was authorized.	We are unable to locate the TPV. Customer was refunded the difference in rates between CV and Dominion for the one month with us.
Tri County Arc / Audrey Smith	9/29/09	11/18/09	CES*	N	Alleged Unauthorized Conversion	Ms. Smith denies switch was authorized.	Per TPV, Shelly Cox authorized the switch to Clearview. Multiple accounts all dropped.
Catamount Mgmt Group	12/7/09	12/16/09	CES*	Y	Alleged Unauthorized Conversion	Mr. Louis Albanese, owner, denies switch was authorized.	Per TPV, Julie Sunicello authorized the switch. This account never switched to Clearview.
Doris Hann (James L)	12/7/09	12/11/09	TOD	Y	Alleged Unauthorized Conversion	Mrs. Hann denies switch was authorized.	Per TPV, Mrs. Doris Hann authorized the switch.
Joe Walter	12/7/09	12/11/09	CES*	Y	Alleged Unauthorized Conversion	Mr. Walter denies switch was authorized.	Per TPV, Joe Walter authorized switch. Mr. Walter stayed a customer with Clearview until his death in October, 2010.
Pathways Inc. / Iris Driesen	12/7/09	12/17/09	CES*	Y	Alleged Unauthorized Conversion	Ms. Driesen denies switch was authorized.	Per TPV, Ms. Driesen authorized switch. Multiple accounts. A refund in the difference in rates between CV and Dominion was issued for all accounts.
Victoria Sabia	12/7/09	12/11/09	TOD	Y	Billing	Ms. Sabia denies switch was authorized.	Per TPV, Ms. Sabia authorized switch. After listening to the TPV, Ms. Sabia agreed it was her.
Flora Joseph (Werner L)	12/8/09	12/15/09	TOD	Y	Alleged Unauthorized Conversion	Mrs. Joseph denies switch was authorized.	Per TPV, Mrs. Joseph authorized switch. Account never switched to Clearview.
William F. Miller	12/8/09	12/14/09	TOD	Y	Alleged Unauthorized Conversion	Mr. Miller denies switch was authorized.	Per TPV, Robin Miller authorized switch. Robin is Mr. Miller's daughter but his son, Glen, is who handles Mr. Miller's affairs. Joan left her name and number for Glen to call; he never did.
Dorothy Newborn	12/10/09	12/17/09	TOD	Y	Quality of Service	Sales agent misrepresented Clearview.	Per TPV, Ms. Newborn authorized switch. Modifications to both sales and TPV scripts to better state Clearview and rates. Ms. Newborn is still an active Clearview customer.
Janet Adamcik	12/11/09	12/24/09	TOD	Y	General Complaint	Getting calls from Clearview agent.	Ms. Adamcik was called only one time by TOD. She hung up on the sales agent. Per the sales recording, the agent is clearly identified as Clearview.
Cathy Brauer	12/21/09	12/28/09	TOD	Y	Alleged Unauthorized Conversion	Ms. Brauer denied switch was authorized.	Per TPV, Ms. Brauer authorized switch. Ms. Brauer is still an active Clearview customer.
Richard Dandree	12/21/09	12/24/09	TOD	Y	Billing	Ms. D'Andrea alleges sales rep posed as Direct Energy rep.	Per TPV, Ms. D'Andrea authorized switch. TPV is clearly stated as Clearview. Account did not switch to Clearview.
Frank Skowronek	12/22/09	12/24/09	TOD	Y	Alleged Unauthorized Conversion	Mr. Skowronek denies switch was authorized.	Per TPV, Mr. Skowronek authorized switch. Regulatory called and spoke to him; Mr. Skowronek appreciated the call but canceled the switch. Account did not switch to Clearview.
Lillian Viksnes (Gunvall)	12/22/09	12/28/09	TOD	Y	Quality of Service	Ms. Viksnes alleges she was misled in switching.	Per TPV, Ms. Viksnes authorized switch. TPV clearly states Clearview as the supplier. A refund in the difference in rates between CV and the prior supplier was issued.
Robert Roskosky	12/29/09	1/4/10	TOD	Y	Alleged Unauthorized Conversion	Mr. Roskosky denies switch was authorized.	Per TPV, Mr. Roskosky authorized switch. Cust declined offer of refund in difference in rates for the one month he was with CV.

Pauline Bishop	9/29/09	11/18/09	CES* CES is no longer contracted with Clearview.	N	Alleged Unauthorized Conversion	Ms. Bishop denies switch was authorized.	We are unable to locate the TPV. Customer was refunded the difference in rates between CV and Dominion for the one month with us.
Txi County Arc / Audrey Smith	9/29/09	11/18/09	CES* CES is no longer contracted with Clearview.	N	Alleged Unauthorized Conversion	Ms. Smith denies switch was authorized.	Per TPV, Shelly Cox authorized the switch to Clearview. Multiple accounts all dropped.
Marian Bozal (Maryem & Tamer)	12/28/10	1/12/10	TOD	Y	Alleged Unauthorized Conversion	Ms. Bozal denies switch was authorized.	Per TPV, Ms. Bozal did not authorize the switch yet it was sent to Clearview from the marketer as a sale. Regulatory worked with CP&L to cancel the order. Account did not switch to Clearview.

Texas 2009 PUC Complaints

Shanna Ward	3/5/2009	3/27/2009	N/A	N/A	Discontinuance	Ms. Ward made a payment but was disconnected.	The payment Ms. Ward made was a late payment for the prior month. No payment was received for the current month.
Dorris Conway	4/21/2009	5/12/2009	N/A	N/A	Refund	Not received.	Mailed refund check was returned "Return to Sender. Unable to deliver." After several attempts to contact Ms. Conway, she called and the address was validated. Check was re-mailed.
Patrice Calhoun	4/21/2009	5/14/2009	N/A	N/A	Rates/Charges	Ms. Calhoun felt that historical billing was too high.	Cust moved and canceled the account less than a month after is became active. Account was zeroed out.

New York 2009 PUC Complaints

Village of Carthage	8/4/2009	11/6/2009	CES* CES is no longer contracted with Clearview.	Y	Alleged Unauthorized Conversion	Ms. Sherry Sears denies switch was authorized.	Per TPV, Sherry Sears authorized the switch. NIMO rebilled all accounts and retroactively dropped all accounts from Clearview.
Coldwell Bankers	9/21/2009	#####	CES* CES is no longer contracted with Clearview.	Y	Alleged Unauthorized Conversion	Mr. Thomas Faughnan denies switch was authorized.	Per TPV, Jim Long authorized the switch. Multiple accounts dropped either before switch or after one month. Two accounts are still active with Clearview.
Shamlo Realty	11/3/2009	12/1/2009	CES* CES is no longer contracted with Clearview.	N	Alleged Unauthorized Conversion	Ms. Wade Lupe denies switch was authorized.	No TPV. Clearview's regulatory worked with Ms. Lupe and National Grid in reversing the accounts and rebilling.
Angela Cianci (William)	12/1/2009	12/3/2009	CES* CES is no longer contracted with Clearview.	Y	Misrepresentation	Ms. Cianci alleges sales agent represented themselves as being with ConEd.	Per TPV, Ms. Cianci authorized the switch. A refund for the difference in rates between CV and ConEd was issued.

April 28, 2010

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

NOTICE OF VIOLATION AND ASSESSMENT OF CIVIL PENALTY IN THE AMOUNT OF TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500.00)

YOU HAVE TWENTY (20) DAYS FROM THE RECEIPT OF THIS NOTICE TO REQUEST IN WRITING A HEARING BEFORE THE DEPARTMENT OF PUBLIC UTILITY CONTROL

**DOCKET NO. 09-11-12 DEPARTMENT OF PUBLIC UTILITY CONTROL
INVESTIGATION INTO CLEARVIEW ELECTRIC, INC.**

Frank X. McGovern, President
Clearview Electric, Inc.
P.O. Box 7310
Dallas, Texas 75209

Brad Mondschein, Esq.
Pullman & Comley LLC
90 State House Square
Hartford, CT 06103

Re: Notice of Violation and Assessment of Civil Penalty against Clearview Electric, Inc.

Dear Messrs. McGovern and Mondschein:

A. Summary

Pursuant to the provisions of the General Statutes of Connecticut (Conn. Gen. Stat.) § 16-41, the Department of Public Utility Control (Department) is issuing a Notice of Violation and Assessment of Civil Penalty against Clearview Electric, Inc. (Clearview or Company) in the amount of twenty-seven thousand five hundred dollars (\$27,500.00).

Conn. Gen. Stat. § 16-41 provides that an electric supplier must obey, observe and comply with all applicable provisions of Conn. Gen. Stat. Title 16 and each applicable order made, or applicable regulations adopted by, the Department of Public Utility Control. Section 16-41 further provides that any such electric supplier which the Department finds has failed to obey or comply with any such provision of Conn. Gen. Stat. Title 16, order or regulation shall be fined by order of the Department, and that each distinct violation of any such provision of the title, order or regulations shall be a separate offense.

B. Background

By Decision dated November 21, 2007, in Docket No. 07-08-17, Application of Clearview Electric, Inc. for an Electric Supplier License (November 21, 2007 Decision), the Department granted Clearview's application for an electric supplier license to supply competitive electric service in Connecticut, pursuant to Conn. Gen. Stat. § 16-245 and §§ 16-245-1 to 16-245-6, inclusive, of the Regulations of Connecticut State Agencies (Conn. Agencies Regs.). Competitive electric supplier licensees are subject to reporting and compliance terms as stated in licensing Orders as well as requirements under Conn. Gen. Stat. §§ 16-245 and 16-245a, Conn. Agencies Regs. §§ 16-245-1 through 16-245-6, and Conn. Agencies Regs. § 16-245a-1.

On November 13, 2009, the Department initiated this proceeding (Investigation) to investigate Clearview's marketing practices in Connecticut and its compliance with applicable statutes, orders and regulations. Initiation of this Investigation followed a large number of customer complaints to the Department in the latter half of 2009 regarding unauthorized customer sign-ups and other marketing practices.

As a result of the Investigation, the Department has reason to believe that violations of Conn. Gen. Stat. §§ 16-245(g)(2), 16-245(i), 16-245(k), 16-245o, 16-245u, and Conn. Agencies Regs. §§ 16-245-2(g)(1), (3) and (4), 16-245-3(a)-(c), and 16-245a-1(a) have occurred.

C. Violation Details

The Department has reason to believe that the following violations have occurred for which a civil penalty is authorized to be assessed against Clearview pursuant to Conn. Gen. Stat. § 16-41(c):

1. Clearview has failed to comply with Conn. Gen. Stat. § 16-245o(e), which requires electric suppliers to document and maintain confirmation of each customer's desire to be switched through one of several methods. Unauthorized switching, or "slamming," describes a violation by which an electric supplier switches a customer's service without such proper authorization or the customer's consent. Pursuant to Conn. Gen. Stat. § 16-245o(h), any violation of Conn. Gen. Stat. § 16-245o(e) is further

deemed to be an unfair or deceptive trade practice under Conn. Gen. Stat. § 42-110b(a).

The verification methods described in Conn. Gen. Stat. § 16-245(o) include:

- a) a signed service contract;
- b) consent verified by an independent third-party telephone verification;
- c) written confirmation from the customer after the customer has received an information package confirming any telephone agreement;
- d) a signed document fully explaining the nature and effect of the initiation of the service; or
- e) the customer's consent is obtained through electronic means, including, but not limited to, a computer transaction.

Clearview acknowledged to the Department that it cannot produce required verification for at least twelve (12) Connecticut customers. Responses to Interrogatories CSU-70 and CSU-79. Customer complaint logs submitted by the Company indicate that the number of slammed customers may total more than the twelve acknowledged by Clearview. Response to Interrogatory CSU-1.

Failure to document and maintain confirmation of each customer's desire to be switched through the available methods constitutes a violation of Conn. Gen. Stat. § 16-245o(e), and each violation forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41.

2) Clearview has failed to comply with the requirements of Conn. Agencies Regs. § 16-245-2(g)(3) which requires that an electric supplier cooperate with the Department in its investigation of consumer complaints, and comply with any resulting orders. In the fourth quarter of 2009, the Department's Consumer Services Unit acted upon increased complaint volume regarding Clearview marketing and unauthorized switching issues. By letter dated October 9, 2009,¹ the Department formally requested information regarding the Company's marketing practices, and its explanation regarding lack of cooperation in providing timely responses including information requested by the Department to resolve customer complaints. Clearview failed to respond by the October 16, 2009 deadline.

On October 29, 2009, the Department again wrote to the Company.² That letter memorialized that Clearview had failed to respond to the Department's prior directive, and directed the Company to submit the originally requested information no later than November 11, 2009, along with a detailed explanation of its failure to timely respond to the prior directive. As of November 11, 2009, Clearview had not responded to either the Department's October 9, or October 29, 2009 letter.³

¹ The October 9, 2009 Letter is appended to this Notice as Attachment A.

² The October 29, 2009 Letter is appended to this Notice as Attachment B.

³ Subsequent to the initiation of the instant proceeding, Clearview submitted on November 13, 2009, a response to the October 9, 2009 Letter, along with responses due August 13, 2009, to questions

Failure to respond to the two Department letters as directed by the Department constitutes failure to cooperate with the Department in its investigations of consumer complaints and each of the violations forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41.

3) Clearview has failed to comply with the filing requirements imposed by Order No. 1 of the November 21, 2007 Decision, and Conn. Gen. Stat. § 16-245p(a), regarding submittal of quarterly reports containing information on rates and any other information deemed relevant by the Department. Order No. 1 of the November 21, 2007 Decision states:

Pursuant to Conn. Gen. Stat. § 16-245p(a), an electric supplier is required to submit quarterly reports containing information on rates and any other information deemed relevant by the Department. Clearview shall file such quarterly reports not later than thirty (30) days following the quarterly periods ending March 31, June 30, September 30, and December 31 of every year. Each quarterly report shall contain at minimum all information enumerated in subsection (b) of Conn. Gen. Stat. § 16-245p.

Clearview acknowledges that it should have filed quarterly reports not later than thirty (30) days following the quarterly periods ending March 31, June 30, September 30, and December 31 of each year since becoming certified by the November 21, 2007 Decision. According to the Company, it failed to file quarterly reports as required, and only began to do so subsequent to the Department's initiation of the instant proceeding. Response to Interrogatory EL-1.

Failure to submit quarterly reports at the end of each quarter since licensed as a supplier constitutes a violation of Order No. 1 of the Department's November 21, 2007 licensing Decision and Conn. Gen. Stat. § 16-245p(a), and each violation forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41. As Clearview was licensed in November of 2007, it should have filed quarterly reports as required by Conn. Gen. Stat. § 16-245p(a) and Order No. 1 of the November 21, 2007 Decision for the calendar quarters ending December 31, 2007, March 31, 2008, June 30, 2008, September 30, 2008, December 31, 2008, March 31, 2009, June 30, 2009, September 30, 2009, and December 31, 2009. Clearview made no such filing until March 1, 2010, resulting in nine violations.

4) Clearview has failed to comply with filing requirements imposed by Order No. 2 of the November 21, 2007 Decision, and Conn. Gen. Stat. § 16-245a-1 regarding submittal of an annual report demonstrating compliance with the renewable energy portfolio standard requirements set forth in Conn. Gen. Stat. § 16-245a. Order No. 2 of the November 21, 2007 Decision states:

issued by the Department on July 31, 2009, regarding the subject matter of a technical meeting held with Connecticut electric suppliers on August 17, 2009.

Pursuant to Conn. Agencies Regs. § 16-245a-1(a), an electric supplier is required to submit an annual report demonstrating its compliance with the renewable energy portfolio standard requirements set forth in Conn. Gen. Stat. § 16-245a. The report shall indicate the percent of total electricity output or services generated from Class I or Class II renewable energy sources during the previous calendar year. If Clearview does not provide electric service during any calendar year, said report for that year should indicate so. The annual compliance report for each calendar year shall be submitted not later than October 15 of the following year.

Clearview acknowledges that it should have filed its first annual report no later than October 15, 2008, pursuant to this Order. According to the Company, it failed to file an annual report in 2008, and did not file a timely annual report in 2009. Clearview only made these required filings subsequent to the Department's initiation of the instant proceeding. Response to Interrogatory EL-1.

Failure to submit annual reports regarding renewable energy requirements since licensed as a supplier constitutes two violations of Order No. 2 of the Department's November 21, 2007 Decision and Conn. Gen. Stat. § 16-245a-1. Each violation forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41.

5) Clearview has failed to comply with filing requirements imposed by Order No. 3 of the November 21, 2007 Decision, and Conn. Agencies Regs. § 16-245-3(b), regarding electronic data exchange capability. Order No. 3 of the November 21, 2007 Decision states:

Not less than twenty (20) days before Clearview executes its first contract for the sale of electric generation services to an end user customer in Connecticut, Clearview shall file with the Department an affidavit concerning Clearview's capability to exchange data with the electric distribution companies in accordance with Conn. Agencies Regs. § 16-245-3(b).

Clearview acknowledges that it was required to submit compliance with Order No. 3 of the November 21, 2007 Decision prior to execution of its first contract for the sale of electric generation services to an end user customer in Connecticut pursuant to Conn. Agencies Regs. § 16-245-3(b). On February 3, 2010, the Company stated that it was unable to submit evidence showing that it complied with this Order. Response to Interrogatory EL-1. On February 9, 2010, the Company submitted a affidavit pursuant to Order No. 3 of the November 21, 2007 Decision concerning its ability to exchange data.

Failure to timely submit an affidavit verifying Clearview's capability to exchange data with the electric distribution companies not less than twenty days prior to its first contract constitutes a violation of Order No. 3 of the November 21, 2007 Decision and

Conn. Agencies Regs. 16-245-3(b). The violation forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41.

6) Clearview has failed to comply with filing requirements imposed by Order No. 5 of the November 21, 2007 Decision regarding maintenance of customer complaint records. Order No. 5 of the November 21, 2007 Decision states:

Clearview shall maintain its customer complaint records to indicate: (1) the date of the complaint; (2) the name and address of the complainant; (3) the address or location of the complaint; (4) a description of the complaint; and (5) a description of the resolution of the complaint.

Clearview acknowledges that it has no record of numerous complaints, including several that were forwarded by the Department directly to the Company. Responses to Interrogatories CSU-27, CSU-30, CSU-35, CSU-50, CSU-51, CSU-52, and CSU-53. In other instances, the Company has a record of complaint(s), but its records fail to indicate any investigation into the complaint (e.g., unauthorized switching) or the complaint's root cause to achieve proper resolution. Responses to Interrogatories CSU-1, CSU-23, CSU-28, CSU-31, CSU-50, CSU-51, CSU-56, CSU-61, and CSU-68.

Clearview has failed to comply with filing requirements imposed by Order No. 5 of the November 21, 2007 Decision regarding maintenance of customer complaint records and each violation forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41.

7) Clearview has failed to comply with the filing requirements imposed by Order No. 2 of the Department's Decision dated February 27, 2008, in Docket 07-05-33, DPUC Administration of Disclosure Label Requirements and Examination of Direct Billing by Electric Suppliers (February 27, 2008 Decision) regarding disclosure requirements. Order No. 2 of that Decision states:

No later than 45 days after the date of this Decision, each licensed supplier offering service to Connecticut retail consumers will submit, under the instant docket, its copy of the approved two-page standard disclosure label including the "Questions to Ask Suppliers and Aggregators" and incorporating all revisions as noted in Section II.B.

Clearview did not submit the information required by Order No. 2 of the February 27, 2008 Decision until questioned in the instant proceeding regarding its compliance. February 3, 2010 Response to Interrogatory EL-2. Clearview's failure to submit the filing, which it acknowledges was due no later than April 12, 2008, constitutes a violation of Order No. 2 of the Department's February 27, 2008 Decision, which forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41.

8) Clearview has failed to comply with filing requirements imposed by Order No. 3 of the February 27, 2008 Decision regarding disclosure information to be posted by the supplier. Order No. 3 of the February 27, 2008 Decision states:

Effective 90 days after the date of this Decision, in compliance with Gen. Stat. § 16-245p(b), suppliers must post the information, i.e. rates and charges, resource mix percentages and air emissions to the Department's "Electric Supplier Information Database" as discussed in Section II.A.

Clearview acknowledges that its filing should have been submitted no later than May 28, 2008. The Company was unable to provide any evidence that it made any compliance filing pursuant to Order No. 3 of the February 27, 2008 Decision until the instant proceeding was initiated. February 3, 2010 Response to Interrogatory EL-2.

Clearview's failure to comply by May 28, 2008, with filing requirements imposed by Order No. 3 of the February 27, 2008 Decision regarding disclosure information to be posted by the supplier constitutes a violation of Order No. 2, which forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41.

9) Clearview has failed to provide timely notice pursuant to Conn. Gen. Stat. § 16-245(i) and Conn. Agencies Regs. § 16-245-2(g)(4), which require electric suppliers to notify the Department within ten days of any change to the regulatory contact information and customer service plan. Sometime in late 2008, Clearview's regulatory contact ceased to be employed by the Company. Clearview has no written documentation of notification to the Department that its regulatory contact changed. Responses to Interrogatories CSU-73 and CSU-75. The Company could produce no documentation of the change in contact information other than reported verbal notice to a Department employee in August 2009.⁴ Responses to Interrogatories CSU-73 and CSU-74.

Clearview acknowledges that, prior to October 2009, it was not properly receiving and processing complaints forwarded by the Department. Response to Interrogatory CSU-6. The Company acknowledges that overall it has done a poor job at communicating non-routine or systemic issues to the Department. Response to Interrogatory CSU-42.

Clearview's failure to provide timely notice to the Department within ten days of any change to the regulatory contact information and customer service plan constitutes a violation of Conn. Gen. Stat. § 16-245(i) and Conn. Agencies Regs. § 16-245-2(g)(4) and forms the basis for the imposition of a civil penalty under Conn. Gen. Stat. § 16-41.

⁴ In February 2010, Clearview sent notice to the Department, under Docket No. 07-08-17, that it had a new manager of regulatory compliance. Response to Interrogatory CSU-73.

D. Imposition of Civil Penalty Fine

In assessing this civil penalty, the Department has taken into account the criteria specified in Conn. Agencies Regs. § 16-245-6, which requires the Department to consider, when determining the appropriate sanction for violation of any licensing requirement:

- (1) The appropriateness of the sanction or fine to the size of the business of the person charged;
- (2) The gravity of the violation;
- (3) The number of past violations by the person charged;
- (4) The good faith effort to achieve compliance;
- (5) The proposed programs and procedures to ensure compliance in the future; and
- (6) Such other factors deemed appropriate and material to the particular circumstances of the violation.

In light of these criteria, and given the totality of the Company's violations as discussed herein, the Department imposes upon Clearview an aggregate civil penalty in the amount of twenty-seven thousand five hundred dollars (\$27,500.00), determined as follows:

- In general, Clearview's multiple violations of regulatory requirements as set forth in this notice indicate a broad and intentional disregard for regulatory, public policy, protection and disclosure measures. Clearview's failure to comply is so extensive that the Department can only conclude that it never had an intention of observing any consumer protection, regulatory or market discipline measures.
- The Department believes that while unauthorized supplier switches occurred on at least twelve separate occasions, they do not evidence a repeated intent to disregard such that the civil penalty should be assessed on a graduated scale. Rather, the switches occurred because of a lack of supervision and responsibility of necessary oversight over agents. Therefore, the Department will assess a civil penalty of one thousand dollars (\$1,000.00) for each of the admitted twelve unauthorized customer switches.
- Seven thousand five hundred dollars (\$7,500.00) for failing to comply with the requirements of Conn. Agencies Regs. § 16-245-2(g)(3) which requires that electric suppliers cooperate with the Department in investigation of consumer complaints, and comply with any resulting orders. Rising complaint levels in the fourth quarter of 2009 regarding Clearview marketing and unauthorized switching issues led the Department on October 9, 2009, to formally request information regarding the Company's marketing practices, and its explanation regarding lack of cooperation in providing timely responses including information requested by the Department to resolve customer complaints. Cooperation with the Department, as the licensing authority, is absolutely critical. The Department has

zero tolerance for failure to comply with this requirement in light of the overall harm to the public interest and the electricity supply marketplace. This is especially obvious when the Department reaches out to a licensed supplier in the wake of consumer complaints and issues. Failure to comply with the Department's investigations is- the most grave of Clearview's violations. Accordingly, the Department assesses a civil penalty of \$2,500.00 for not responding to the first Department request by the October 16, 2009 deadline. Failure to respond to the second request by the November 11, 2009 deadline is viewed by the Department as willful, intentional and bad faith disregard of regulatory requirements, and the Department assesses a civil penalty of \$5,000.00 for the second occurrence.

- Four thousand five hundred dollars (\$4,500.00) for multiple failure to comply with the filing requirements imposed by Order No. 1 of the November 21, 2007 Decision, and Conn. Gen. Stat. § 16-245p(a), regarding submittal of quarterly reports containing information on rates and any other information deemed relevant by the Department. Clearview should have made nine such filings following award of its license, but did not comply until March 1, 2010, resulting in nine violations.
- One thousand dollars (\$1,000.00) for twice failing to comply with the filing requirements imposed by Order No. 2 of the November 21, 2007 Decision, and Conn. Gen. Stat. § 16-245a-1, regarding submittal of an annual report demonstrating compliance with the renewable energy portfolio standard requirements set forth in Conn. Gen. Stat. § 16-245a. Clearview made no annual report filing in 2008, and failed to make a timely filing in 2009, filing only following initiation of the instant proceeding.
- Five hundred dollars (\$500.00) for failure to comply with filing requirements imposed by Order No. 3 of the November 21, 2007 Decision, and Conn. Agencies Regs. § 16-245-3(b), regarding electronic data exchange capability. Clearview was required to submit compliance with Order No. 3 of the November 21, 2007 Decision prior to execution of its first contract for the sale of electric generation services to an end user customer in Connecticut pursuant to Conn. Agencies Regs. § 16-245-3(b). On February 3, 2010, the Company stated that it was unable to submit evidence showing that it complied with this Order, and ultimately made the required filing on February 9, 2010.
- Five hundred dollars (\$500.00) for failing to comply with filing requirements imposed by Order No. 5 of the November 21, 2007 Decision regarding maintenance of customer complaint records.
- Five hundred dollars (\$500.00) for failing to comply with the filing requirements imposed by Order No. 2 of the Department's Decision dated February 27, 2008, in Docket 07-05-33, DPUC Administration of Disclosure Label Requirements and Examination of Direct Billing by Electric Suppliers (February 27, 2008 Decision)

regarding disclosure requirements. Clearview did not submit the information required by Order No. 2 of the February 27, 2008 Decision, which information was due no later than April 12, 2008, until questioned in the instant proceeding regarding its compliance.

- Five hundred dollars (\$500.00) for failing to comply with filing requirements imposed by Order No. 3 of the February 27, 2008 Decision regarding disclosure information to be posted by the supplier. Clearview should have made the required filing no later than May 28, 2008, but was unable to provide any evidence that it made the required filing until the instant proceeding was initiated.
- Five hundred dollars (\$500.00) for failing to provide timely notice pursuant to Conn. Gen. Stat. § 16-245(i) and Conn. Agencies Regs. § 16-245-2(g)(4), which require electric suppliers to notify the Department within ten days of any change to the regulatory contact information and customer service plan. Clearview acknowledges that, prior to initiation of this proceeding, it was not properly receiving and processing complaints forwarded by the Department, and could produce no documentation of the required notice relative to its regulatory contact's departure in 2008.

E. Conclusion

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.

Nevertheless, the violations documented in this proceeding, in their totality, are serious and compel close monitoring of the Company's performance going forward. The Department will not hesitate to take whatever corrective action may be necessary upon a showing that Clearview is not meeting any Connecticut regulatory obligation.

Clearview Electric, Inc. is assessed a civil penalty for the violations stated above, in the aggregate amount of twenty-seven thousand five hundred dollars (\$27,500.00). Payment of this civil penalty in the sum of \$27,500.00 shall be made by certified check, bank check, or money order, payable to the order of "Treasurer, State of Connecticut," and delivered no later than 20 days from the date of receipt of this Notice of Violation and Assessment of Civil Penalty, to the office of the Department of Public Utility Control, Ten Franklin Square, New Britain, CT 06051.

Clearview has a right to a hearing by delivering to the Department a written application for a hearing within 20 days from the date of receipt of this Notice of Violation and Assessment of Civil Penalty. If a hearing is not requested, then this Notice shall, on the first day after the expiration of the 20-day period, become a final

Order of the Department, and the matters asserted or charged in the Notice shall be deemed admitted.

CERTIFICATE OF SERVICE

The foregoing is a true and correct copy of the Notice issued by the Department of Public Utility Control, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.

Kimberley J. Santopietro
Executive Secretary
Department of Public Utility Control

Date

ATTACHMENT A

October 9, 2009
In reply, please refer to:
CSU:Clearview:FMA

Frank McGovern, Sr. V.P
Clearview Electric, Inc.
P.O. Box 7310
Dallas, TX 75209

Re: Clearview Electric, Inc. Customer Complaints

Dear Mr. McGovern:

On July 31, 2009, the Department of Public Utility Control (Department) issued interrogatories to all Connecticut licensed electric suppliers and electric distribution companies (EDC) to investigate complaints from Connecticut consumers regarding allegations of misconduct during solicitation and marketing of competitive electric supplier services. As you are aware, the Department held a subsequent technical meeting on August 17, 2009, with the EDCs and licensed suppliers to discuss marketing techniques, policies, and other issues.

The Department's Consumer Services Unit (CSU) has noticed a significant increase in the number of complaints regarding either marketing issues or alleged slamming issues involving Clearview Electric, Inc. (Clearview or Company). The CSU's efforts to investigate these serious complaints have been stymied by Clearview's lack of cooperation in providing timely responses to the Department's inquiries. The complaints CSU recently forwarded to the Company include:

<u>Name</u>	<u>Date Referred to Clearview</u>
Audrey Smith	9/15/09
Stanley Gilberto	9/18/09
Pauline Bishop	9/24/09
Ron Lake	9/28/09
Patricia Smith	10/2/09

The Department hereby directs Clearview to submit no later than October 16, 2009, its response and proposed resolution to the aforementioned customer complaints. In addition, the Company is directed to:

- 1) Identify the steps it has taken since the August 17, 2009 technical meeting to reduce customer complaints regarding its marketing or solicitation practices;
- 2) Explain the delay in providing timely responses to customer inquiries complaints forwarded by the Department;
- 3) Confirm that Clearview will respond to future Department inquiries complaints as soon as possible, but in no event later than ten days;
- 4) Provide the Company's policy on company employees or subcontracted employees identifying themselves either verbally, in writing, or by Caller ID manipulation (e.g., spoofing) as being a representative of a Connecticut EDC (e.g., CL&P or UI);
- 5) Describe the quality control measures Clearview has in place to verify that Company representatives and/or subcontractors are complying with Clearview's sales policies, including specifically those that apply to misrepresentation (e.g., spoofing);
- 6) Provide written records of all complaints Clearview has received from Connecticut customers, or potential Connecticut customers, for the period July 1, 2009 to the present;
- 7) Provide details on any ongoing or recently closed investigation of Clearview's marketing techniques, which investigation was undertaken by the Company itself or any other regulatory body.

Sincerely,

DEPARTMENT OF PUBLIC UTILITY CONTROL

Kimberley J. Santopietro
Executive Secretary

Donna L. Nelson
Commissioner

Kenneth W. Anderson, Jr.
Commissioner

W. Lane Lanford
Executive Director



Public Utility Commission of Texas

December 17, 2009

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Joan Parker
Clearview Electric, Inc.
600 N Pearl Street
Suite S104
Dallas, Texas 75201

RE: Investigation of Compliance with PURA § 39.101, Customer Safeguards and
P.U.C. SUBST. R. 25.480(h), Related to Level and Average Billing Plans

Investigation SIR2009090009

Dear Ms. Parker:

The Oversight & Enforcement Division (O&E) of the Public Utility Commission of Texas (Commission) has concluded its investigation of the above referenced matter. The results of the investigation indicate that Clearview Electric, Inc. (Clearview) was non-compliant with P.U.C. SUBST. R. 25.480(h), related to level and average billing plans.

O&E notes that Clearview has come into compliance by amending its terms of service. Because of Clearview's expeditious compliance, O&E Staff has elected not to recommend an administrative penalty at this time. However, any future non-compliance with PURA, Commission Substantive Rules, and/or ERCOT Protocols may result in the recommendation of administrative penalties.

If you have any questions regarding this matter please do not hesitate to contact Bryan Kelly at (512) 936-7216 or by email at bryan.kelly@puc.state.tx.us.

Sincerely,

A handwritten signature in black ink that reads "Pam Whittington".

Pam Whittington

Director - Oversight and Enforcement Division

Barry T. Smitherman
Chairman

Donna L. Nelson
Commissioner

Kenneth W. Anderson, Jr.
Commissioner

W. Lane Lanford
Executive Director



Rick Perry
Governor

Public Utility Commission of Texas

November 12, 2009

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND VIA EMAIL**

Joan Parker
Clearview Electric, Inc.
600 N Pearl Street
Suite S104
Dallas, Texas 75201

RE: Investigation of Compliance with PURA § 39.101, Customer Safeguards and
P.U.C. SUBST. R. 25.480(h), Related to Level and Average Billing Plans

Investigation SIR2009090009

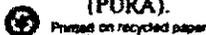
Dear Ms. Parker:

The Oversight and Enforcement Division (O&E) of the Public Utility Commission of Texas (Commission) is investigating whether Clearview Electric, Inc. (Clearview) is in compliance with the Public Utility Regulatory Act¹ (PURA) § 39.101, related to Customer Safeguards and Commission Substantive Rule 25.480(h) related to Level and Average Billing Plans.

If your company is found not to be in compliance with PURA or Commission Substantive Rules, a recommendation may be made for an enforcement action. The Commission may impose administrative penalties up to \$5,000 per day for most violations and up to \$25,000 per day for violations of the highest class. See PURA § 15.023.

O&E hereby requests that within 20 days of receipt of this letter you respond to the Requests For Information (RFIs) posed in Exhibit 1 of this letter by submitting an affidavit with necessary attachments, certified by one of your company officers. Send your responses to: Lorenzo Nieto, Attorney, Legal Division, Public Utility Commission of Texas, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326.

¹ Public Utility Regulatory Act, TEX. UTIL. CODE ANN. §§ 11.001-66.016 (Vernon 2007 & Supp. 2008) (PURA).



An Equal Opportunity Employer

Please specify whether your designee is an attorney acting as legal counsel for Clearview in this matter. Mr. Field may be contacted: (1) by U.S. mail at Michael Field, Oversight and Enforcement Division, Public Utility Commission of Texas, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326; (2) by telephone at (512) 936-7255; or (3) by email at mike.field@puc.state.tx.us.

If your designee is an attorney acting as legal counsel for Clearview in this matter, an attorney from the Commission's Legal Division will contact your designee to arrange for a meeting to discuss this investigation. If your designee is not an attorney acting as legal counsel for Clearview in this matter, an Enforcement Analyst from O&E will contact your designee to arrange a meeting to discuss this investigation.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorenzo Nieto". The signature is written in a cursive style with a large initial "L" and a prominent flourish at the end.

Lorenzo Nieto
Staff Attorney - Legal Division

Enclosures

**Clearview Electric, Inc.'s Response to
Commission Staff's Request for Information
Related to Compliance with PURA § 39.101 and P.U.C. SUBST. R. 25.480(h)
Questions Nos. 1-1 through 1-7**

REQUESTS FOR ADMISSIONS

- 1-1 ADMIT OR DENY that in October of 2006, the Public Utility Commission of Texas issued to Clearview Electric, Inc. Retail Electric Provider Certificate No. 10129 for the geographic area of the entire State of Texas.

RESPONSE: Clearview admits that the Public Utility Commission of Texas issued to Clearview Electric, Inc. the Retail Electric Provider Certificate No. 10129 for the geographic area of the entire State of Texas.

- 1-2 ADMIT OR DENY that as a certified Retail Electric Provider in the State of Texas, Clearview Electric, Inc. has a legal duty to comply with any customer protection requirements rules adopted by the Commission pursuant to §§ 17.001 - 17.004 and Chapter 39 of Public Utility Regulatory Act, TEX. UTIL. CODE ANN. §§ 11.001-66.017 (Vernon 2007 & Supp. 2009) ("PURA").

RESPONSE: Clearview admits that Clearview Electric, Inc. has a legal duty to comply with any customer protection requirements rules adopted by the Commission pursuant to §§ 17.001 - 17.004 and Chapter 39 of Public Utility Regulatory Act, TEX. UTIL. CODE ANN. §§ 11.001-66.017 (Vernon 2007 & Supp. 2009) ("PURA").

- 1-3 ADMIT OR DENY that Clearview Electric, Inc. currently sells electric energy to retail customers in the State of Texas.

RESPONSE: Clearview admits that it currently sells electric energy to retail customers in the State of Texas. Clearview currently services a total of 54 residential customers in the State of Texas.

1-4 ADMIT OR DENY that Clearview Electric, Inc. has continuously offered retail residential electric service in the state of Texas since at least September 1, 2009.

RESPONSE: Clearview admits that it has continuously offered retail residential electric service in the State of Texas since at least September 1, 2009.

1-5 ADMIT OR DENY that Clearview Electric, Inc. currently offers retail residential electric service in the state of Texas.

RESPONSE: Clearview admits it currently offers retail residential electric service in the State of Texas. Clearview has not done any active marketing of its service in the State of Texas since April 2009.

1-6 ADMIT OR DENY that since September 1, 2009, Clearview Electric, Inc. has not offered any of its customers a level or average payment plan.

RESPONSE: Clearview denies that it has not made such offer. Clearview sent a notice out to all customers of Clearview Electric, Inc. on November 23, 2009, offering all customers of Clearview Electric the opportunity to take advantage of a level billing plan (set amount each month, based on the average of the last 12 months' usage). As of December 1, Clearview has received and processed three responses.

1-7 ADMIT OR DENY that since September 1, 2009, the Terms of Service document issued by Clearview Electric, Inc. to its customers has not contained any information concerning a levelized or average payment program.

RESPONSE: Clearview admits that the Terms of Service document issued by Clearview Electric, Inc. to its customers has not contained any information concerning a levelized or average payment program. As of November 23, 2009, Clearview has notified all its existing customers that they may take advantage of a levelized billing plan. Clearview will incorporate levelized billing in its Sales and Terms of Service Agreement by December 7, 2009.

AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

My name is Frank McGovern. I am President of Clearview Electric, Inc. I certify the answers to the foregoing responses to Staff's Requests for Information are true and correct.


Frank McGovern

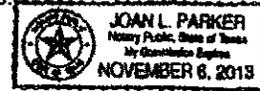
SWORN TO AND SUBSCRIBED before me on the 2nd day of December, 2009.



Notary Public in and for the
State of Texas

My commission expires:

11/06/13



**Clearview Electric, Inc.'s Response to
Commission Staff's Request for Information
Related to Compliance with PURA § 39.101 and P.U.C. SUBST. R. 25.480(h)
Questions Nos. 1-1 through 1-7**

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AFFIDAVIT

STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

My name is Frank McGovern. I am President of Clearview Electric, Inc. I certify the answers to the foregoing responses to Staff's Requests for Information are true and correct.


Frank McGovern

SWORN TO AND SUBSCRIBED before me on the 2nd day of December, 2009.



Notary Public in and for the
State of Texas

My commission expires:

11/06/13



Attachment E

Clearview Bond in Favor of the People of the State of Illinois

License or Permit Bond

License or Permit Bond No 7619519
Fidelity & Deposit Company of Maryland
3910 Keswick Road Baltimore, MD 21211

KNOW ALL MEN BY THESE PRESENTS, That we, **Clearview Electric, Inc.** as Principal, and **Fidelity & Deposit Company of Maryland** a **Maryland** Corporation, and authorized to do business in Illinois, as Surety, are held and firmly bound unto THE PEOPLE OF THE STATE OF ILLINOIS as Obligee, in the sum of **Three Hundred THOUSAND AND NO/100 Dollars (\$300,000.00)**, for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business to operate as an ARES (Alternative Retail Electric Supplier) under 220 ILCS 5/16-115 and is required to execute this bond under 83 Illinois Administrative Code Part 451.50 by the Obligee.

NOW, Therefore, if the Principal fully and faithfully perform all duties and obligations of the Principal as an ARES, then this obligation to be void; otherwise to remain in full force and effect.

This bond may be terminated as to future acts of the Principal upon thirty (30) days written notice by the Surety; said notice to be sent to 527 East Capitol Avenue, Springfield, Illinois 62701, of the aforesaid State of Illinois, by certified mail.

Dated this 5th day of November, 2010

Clearview Electric, Inc. _____ Principal

by _____
Frank McGovern, President

Fidelity & Deposit Company of Maryland Surety

by: _____
Michael Herranen, Attorney in Fact

Attachment F

Financial Qualification

Attachment F
Exhibit A
Moody's Rating of Sleeving Company
And Financial Statements

Long Term Rating: Baa1, Not on Watch
Outlook: Stable
Other Debts on Watch?: No

Market Segment: Infrastructure & Project Finance
Industry:
Peer Group:
Domicile: UNITED STATES

Analyst:
Analyst: Natwidad Martel

Research Ratings Family Tree Peer Group Monitoring Download MFR Data

Rating Class Detail Debt List

Export Results: 7

Rating Class	Rating	Date	Rating Action	Watch Status
LT Issuer Rating (Domestic)	Baa1	05 Aug 2009	RATING ASSIGNED	Not on Watch
First Mortgage Bonds (Domestic)	A2	03 Aug 2009	RATING RAISED	Not on Watch
Senior Secured (Domestic)	A2	03 Aug 2009	RATING RAISED	Not on Watch
Senior Secured MTN (Domestic)	(P)A2	27 Aug 2010	PROVISIONAL RATING	Not on Watch
Backed First Mortgage Bonds (Domestic)	A2	03 Aug 2009	RATING RAISED	Not on Watch
BACKED Senior Secured (Domestic)	A2	03 Aug 2009	RATING RAISED	Not on Watch
Underlying Senior Secured (Domestic)	A2	03 Aug 2009	RATING RAISED	Not on Watch

Rating Class History: LT Issuer Rating (Domestic)



Export Results: 1

Date	Currency	Rating	Rating Action
05 Aug 2009	domestic	Baa1	New

For securities issued pursuant to a program or a series over time, or a category of debt that is subject to an existing rating, MIS publishes a Credit Rating announcement in relation to the Rating Action when that category of debt or program is initially rated or when a Rating Action is taken on the program or series or category of debt as a whole, but often does not publish a specific Credit Rating announcement in relation to each particular Rating Action for a subsequent bond or note of the same category of debt or pursuant to a program. For securities that are rated based on the pass-through of a support provider's rating, MIS publishes a Credit Rating announcement in relation to the Rating Action on the support provider when initially rated or when a rating change occurs, but often does not publish a Credit Rating announcement in relation to each particular Rating Action for the specific securities that derive their ratings from the support provider's rating. Credit Rating announcements are usually press releases classified as Rating Actions on moodys.com. Please refer to the Research tab on the issuer/entity page for the Credit Rating announcement.

Attachment F
Exhibit B
Sleeving / Financing Contracts

[REDACTED]

Confidential and Proprietary

May 26, 2011

To: Clearview Electric, Inc.
600 N. Pearl St.
Suite S-104
Dallas, TX 75201
Attn: Derek Campbell, Chief Financial Officer

RE: Available Credit for Illinois PJM Residential Customers

This letter confirms that Clearview Electric, Inc. has a total credit availability within the PJM RTO of \$5,000,000 pursuant to the agreement between [REDACTED] and Clearview Electric, Inc. Of this total credit available, \$1,000,000 is designated and available to service customers in the state of Illinois.

Regards,

[REDACTED]

Manager, Electric Marketing & Operations

5/26/11

[REDACTED]



955 Jefferson Ave.
Valley Forge Corporate Center
Norristown, PA 19403-2497

CONFIDENTIAL AND PROPRIETARY

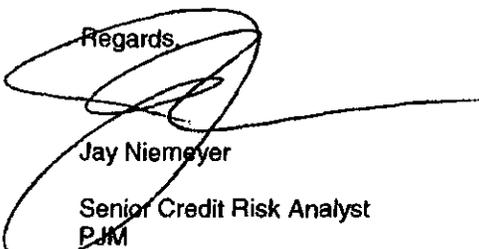
May 5, 2011

To: Clearview Electric, Inc.
P.O. Box 7310
Dallas, TX 75209
Attn: Derek Campbell, Chief Financial Officer

RE: Credit Status as of May 5, 2011

This letter is to confirm that as of May 5, 2011, Clearview Electric, Inc. was in compliance with the PJM Credit Policy.

Regards,



Jay Niemeyer

Senior Credit Risk Analyst
PJM



955 Jefferson Ave.
Valley Forge Corporate Center
Norristown, PA 19403-2497

CONFIDENTIAL AND PROPRIETARY

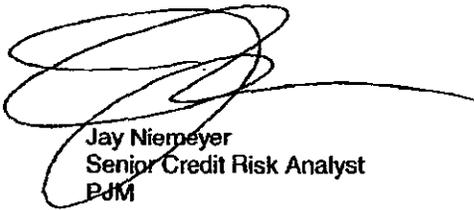
May 10, 2011

To: [REDACTED]
Manager, Electric Marketing and Operations

One North White Horse Road
[REDACTED]

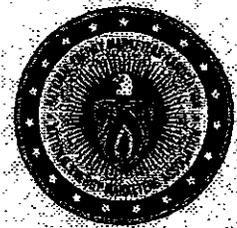
RE: [REDACTED]

This letter is to confirm that as of May 10, 2011, [REDACTED] was in compliance with the PJM Credit Policy.



Jay Niemeyer
Senior Credit Risk Analyst
PJM

Master Power Purchase & Sale Agreement



Version 2.1 (modified 4/25/00)

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MASTER POWER PURCHASE AND SALES AGREEMENT

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MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement* ("Master Agreement") is made as of the following date: _____ ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Name ("Clearview Energy" or "Party A")

Name ("Counterparty" or "Party B")

All Notices:

All Notices:

Street: 600 North Pearl St. Suite S-104

Street: _____

City: Dallas, TX Zip: 75201

City: _____ Zip: _____

Attn: Contract Administration

Attn: Contract Administration

Phone: Nicole Steele

Phone: _____

Facsimile: 972-546-9991

Facsimile: _____

Duns: 78-512-9219

Duns: _____

Federal Tax ID Number: 20-5552316

Federal Tax ID Number: _____

Invoices:

Invoices:

Attn: N. Steele

Attn: _____

Phone: 972-546-9990 ext 626

Phone: _____

Facsimile: 972-546-9991

Facsimile: _____

Scheduling:

Scheduling:

Attn: Ed Toppi / Customized Energy

Attn: _____

Phone: 215-875-9440

Phone: _____

Facsimile: _____

Facsimile: _____

Payments:

Payments:

Attn: N. Steele

Attn: _____

Phone: 972-546-9990 ext 626

Phone: _____

Facsimile: 972-546-9991

Facsimile: _____

Wire Transfer:

Wire Transfer:

BNK: JP Morgan Chase

BNK: _____

ABA: 111000614

ABA: _____

ACCT: 715484952

ACCT: _____

Credit and Collections:

Credit and Collections:

Attn: N. Steele

Attn: _____

Phone: 972-546-9990 ext 626

Phone: _____

Facsimile: 972-546-9991

Facsimile: _____

With additional Notices of an Event of Default or Potential Event of Default to:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: F McGovern

Attn: _____

Phone: 214-746-6363

Phone: _____

Facsimile: _____

Facsimile: _____

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Tariff _____ Dated _____ Docket Number _____
Party B Tariff Tariff _____ Dated _____ Docket Number _____

Article Two

Transaction Terms and Conditions Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Events of Default; Remedies

- Cross Default for Party A:
 - Party A: _____ Cross Default Amount \$ _____
 - Other Entity: _____ Cross Default Amount \$ _____
- Cross Default for Party B:
 - Party B: _____ Cross Default Amount \$ _____
 - Other Entity: _____ Cross Default Amount \$ _____

5.6 Closeout Setoff

- Option A (Applicable if no other selection is made.)
 - Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: _____
 - Option C (No Setoff)
-

Article 8

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: _____
- Option C Specify: _____

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following:

Party B Collateral Threshold: \$ _____; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount: \$ _____

Party B Rounding Amount: \$ _____

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party B is not rated by either S&P or Moody's

- Other:
Specify: _____

(e) Guarantor for Party B: _____

Guarantee Amount: _____

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: _____
- Option C Specify: _____

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following:

Party A Collateral Threshold: \$ _____; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: \$ _____

Party A Rounding Amount: \$ _____

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party A is not rated by either S&P or Moody's
- Other:
Specify: _____

(e) Guarantor for Party A: _____

Guarantee Amount: _____

Article 10

Confidentiality

Confidentiality Applicable If not checked, inapplicable.

Schedule M

- Party A is a Governmental Entity or Public Power System
- Party B is a Governmental Entity or Public Power System
- Add Section 3.6. If not checked, inapplicable
- Add Section 8.6. If not checked, inapplicable

Other Changes

Specify, if any: _____

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Party A Name CLEARVIEW ELECTRIC
By: [Signature]
Name: PKM GAIEN
Title: SR. V. PRES

Party B Name _____
By: _____
Name: _____
Title: _____

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute ("EEI") and National Energy Marketers Association ("NEM") member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

GENERAL TERMS AND CONDITIONS

ARTICLE ONE: GENERAL DEFINITIONS

1.1 "Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

1.2 "Agreement" has the meaning set forth in the Cover Sheet.

1.3 "Bankrupt" means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

1.4 "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

1.5 "Buyer" means the Party to a Transaction that is obligated to purchase and receive, or cause to be received, the Product, as specified in the Transaction.

1.6 "Call Option" means an Option entitling, but not obligating, the Option Buyer to purchase and receive the Product from the Option Seller at a price equal to the Strike Price for the Delivery Period for which the Option may be exercised, all as specified in the Transaction. Upon proper exercise of the Option by the Option Buyer, the Option Seller will be obligated to sell and deliver the Product for the Delivery Period for which the Option has been exercised.

1.7 "Claiming Party" has the meaning set forth in Section 3.3.

1.8 "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

1.9 "Confirmation" has the meaning set forth in Section 2.3.

1.10 "Contract Price" means the price in \$U.S. (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Product, as specified in the Transaction.

1.11 "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.

1.12 "Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issues rating by S&P, Moody's or any other rating agency agreed by the Parties as set forth in the Cover Sheet.

1.13 "Cross Default Amount" means the cross default amount, if any, set forth in the Cover Sheet for a Party.

1.14 "Defaulting Party" has the meaning set forth in Section 5.1.

1.15 "Delivery Period" means the period of delivery for a Transaction, as specified in the Transaction.

1.16 "Delivery Point" means the point at which the Product will be delivered and received, as specified in the Transaction.

1.17 "Downgrade Event" has the meaning set forth on the Cover Sheet.

1.18 "Early Termination Date" has the meaning set forth in Section 5.2.

1.19 "Effective Date" has the meaning set forth on the Cover Sheet.

1.20 "Equitable Defenses" means any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.

1.21 "Event of Default" has the meaning set forth in Section 5.1.

1.22 "FERC" means the Federal Energy Regulatory Commission or any successor government agency.

1.23 "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under one or more Transactions, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically

1.32 "Non-Defaulting Party" has the meaning set forth in Section 5.2.

1.33 "Offsetting Transactions" mean any two or more outstanding Transactions, having the same or overlapping Delivery Period(s), Delivery Point and payment date, where under one or more of such Transactions, one Party is the Seller, and under the other such Transaction(s), the same Party is the Buyer.

1.34 "Option" means the right but not the obligation to purchase or sell a Product as specified in a Transaction.

1.35 "Option Buyer" means the Party specified in a Transaction as the purchaser of an option, as defined in Schedule P.

1.36 "Option Seller" means the Party specified in a Transaction as the seller of an option, as defined in Schedule P.

1.37 "Party A Collateral Threshold" means the collateral threshold, if any, set forth in the Cover Sheet for Party A.

1.38 "Party B Collateral Threshold" means the collateral threshold, if any, set forth in the Cover Sheet for Party B.

1.39 "Party A Independent Amount" means the amount, if any, set forth in the Cover Sheet for Party A.

1.40 "Party B Independent Amount" means the amount, if any, set forth in the Cover Sheet for Party B.

1.41 "Party A Rounding Amount" means the amount, if any, set forth in the Cover Sheet for Party A.

1.42 "Party B Rounding Amount" means the amount, if any, set forth in the Cover Sheet for Party B.

1.43 "Party A Tariff" means the tariff, if any, specified in the Cover Sheet for Party A.

1.44 "Party B Tariff" means the tariff, if any, specified in the Cover Sheet for Party B.

1.45 "Performance Assurance" means collateral in the form of either cash, Letter(s) of Credit, or other security acceptable to the Requesting Party.

1.46 "Potential Event of Default" means an event which, with notice or passage of time or both, would constitute an Event of Default.

1.47 "Product" means electric capacity, energy or other product(s) related thereto as specified in a Transaction by reference to a Product listed in Schedule P hereto or as otherwise specified by the Parties in the Transaction.

1.55 "Seller" means the Party to a Transaction that is obligated to sell and deliver, or cause to be delivered, the Product, as specified in the Transaction.

1.56 "Settlement Amount" means, with respect to a Transaction and the Non-Defaulting Party, the Losses or Gains, and Costs, expressed in U.S. Dollars, which such party incurs as a result of the liquidation of a Terminated Transaction pursuant to Section 5.2.

1.57 "Strike Price" means the price to be paid for the purchase of the Product pursuant to an Option.

1.58 "Terminated Transaction" has the meaning set forth in Section 5.2.

1.59 "Termination Payment" has the meaning set forth in Section 5.3.

1.60 "Transaction" means a particular transaction agreed to by the Parties relating to the sale and purchase of a Product pursuant to this Master Agreement.

1.61 "Transmission Provider" means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Point in a particular Transaction.

ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS

2.1 Transactions. A Transaction shall be entered into upon agreement of the Parties orally or, if expressly required by either Party with respect to a particular Transaction, in writing, including an electronic means of communication. Each Party agrees not to contest, or assert any defense to, the validity or enforceability of the Transaction entered into in accordance with this Master Agreement (i) based on any law requiring agreements to be in writing or to be signed by the parties, or (ii) based on any lack of authority of the Party or any lack of authority of any employee of the Party to enter into a Transaction.

2.2 Governing Terms. Unless otherwise specifically agreed, each Transaction between the Parties shall be governed by this Master Agreement. This Master Agreement (including all exhibits, schedules and any written supplements hereto), , the Party A Tariff, if any, and the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any Confirmations accepted in accordance with Section 2.3) shall form a single integrated agreement between the Parties. Any inconsistency between any terms of this Master Agreement and any terms of the Transaction shall be resolved in favor of the terms of such Transaction.

2.3 Confirmation. Seller may confirm a Transaction by forwarding to Buyer by facsimile within three (3) Business Days after the Transaction is entered into a confirmation ("Confirmation") substantially in the form of Exhibit A. If Buyer objects to any term(s) of such Confirmation, Buyer shall notify Seller in writing of such objections within two (2) Business Days of Buyer's receipt thereof, failing which Buyer shall be deemed to have accepted the terms as sent. If Seller fails to send a Confirmation within three (3) Business Days after the Transaction is entered into, a Confirmation substantially in the form of Exhibit A, may be forwarded by Buyer to Seller. If Seller objects to any term(s) of such Confirmation, Seller shall notify Buyer of such objections within two (2) Business Days of Seller's receipt thereof, failing

which Seller shall be deemed to have accepted the terms as sent. If Seller and Buyer each send a Confirmation and neither Party objects to the other Party's Confirmation within two (2) Business Days of receipt, Seller's Confirmation shall be deemed to be accepted and shall be the controlling Confirmation, unless (i) Seller's Confirmation was sent more than three (3) Business Days after the Transaction was entered into and (ii) Buyer's Confirmation was sent prior to Seller's Confirmation, in which case Buyer's Confirmation shall be deemed to be accepted and shall be the controlling Confirmation. Failure by either Party to send or either Party to return an executed Confirmation or any objection by either Party shall not invalidate the Transaction agreed to by the Parties.

2.4 Additional Confirmation Terms. If the Parties have elected on the Cover Sheet to make this Section 2.4 applicable to this Master Agreement, when a Confirmation contains provisions, other than those provisions relating to the commercial terms of the Transaction (e.g., price or special transmission conditions), which modify or supplement the general terms and conditions of this Master Agreement (e.g., arbitration provisions or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 2.3 unless agreed to either orally or in writing by the Parties; provided that the foregoing shall not invalidate any Transaction agreed to by the Parties.

2.5 Recording. Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording ("Recording") of all telephone conversations between the Parties to this Master Agreement, and that any such Recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees. The Recording, and the terms and conditions described therein, if admissible, shall be the controlling evidence for the Parties' agreement with respect to a particular Transaction in the event a Confirmation is not fully executed (or deemed accepted) by both Parties. Upon full execution (or deemed acceptance) of a Confirmation, such Confirmation shall control in the event of any conflict with the terms of a Recording, or in the event of any conflict with the terms of this Master Agreement.

ARTICLE THREE: OBLIGATIONS AND DELIVERIES

3.1 Seller's and Buyer's Obligations. With respect to each Transaction, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Quantity of the Product at the Delivery Point, and Buyer shall pay Seller the Contract Price; provided, however, with respect to Options, the obligations set forth in the preceding sentence shall only arise if the Option Buyer exercises its Option in accordance with its terms. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt at and from the Delivery Point.

3.2 Transmission and Scheduling. Seller shall arrange and be responsible for transmission service to the Delivery Point and shall Schedule or arrange for Scheduling services