

NHPUC 30 JUL '13 AM 10:01

Martine Trink  
Counsel

mtrinka@criusenergy.com | FairPointEnergy.com

Sent by FedEx, Tracking No. 7963 3140 4926

July 29, 2013

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

DM 13-228

RE: **DM-175, FairPoint Energy LLC Renewal Registration as a Competitive Electric Supplier**

Dear Ms. Howard:

As per N.H. Admin. Rules, PUC 2003.02, and your letter dated January 31, 2012, enclosed please find FairPoint Energy LLC's ("FairPoint Energy") renewal application. This renewal application includes all information required under PUC 2003.01, PUC 2003.03 and PUC 2006.01. The renewal fee of \$250.00 as required by PUC 2003.02(c) is enclosed, as well as an original and two copies of the renewal application. An electronic copy of the renewal application has been filed pursuant to PUC 2003.01(a).

Demonstration of FairPoint Energy's technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and FairPoint Energy, as required by PUC 2003.01(d)(1), was included in FairPoint Energy's initial registration dated August 11, 2011 for PSNH and in a letter dated February 16, 2012 for Unitil. As required by PUC 2003.01(d)(2), evidence that FairPoint Energy is able to obtain supply in the New England energy market was included in its initial registration dated August 11, 2011. For your convenience, copies of these documents are included in Attachment 7.

In compliance with PUC 2003.01(d)(4), enclosed please find FairPoint Energy's extended surety bond, which conforms with the requirements of PUC 2003.03(a).

Please do not hesitate to contact me at (203) 663-5087 with any questions.



Warmest Regards,

A handwritten signature in blue ink that reads "Martine Trinkka".

Martine Trinkka

Enclosures:

Renewal fee of \$250.00

An original and two copies of the renewal application

Surety bond



THE CRIUS ENERGY FAMILY OF BRANDS

**VIRIDIAN**

*Cincinnati Bell energy*

**FairPointEnergy**

FTRenegyservices

*PublicPower*

BOND NO. K08926414

PREMIUM: \$5,250.00

KNOW ALL MEN BY THESE PRESENTS THAT WE,

FAIRPOINT ENERGY, LLC

as Principal, and Westchester Fire INSURANCE COMPANY, a corporation duly organized and doing business under and by the virtue of the laws of the State of Pennsylvania, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the said State, as Surety, are held and firmly bound unto

New Hampshire Public Utilities Commission

(Hereinafter called the Obligee)

in the sum of Three Hundred Fifty Thousand and 00/100

Dollars (\$ 350,000.00 )

for the payment whereof well and truly to be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that, whereas, the above bounden PRINCIPAL has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

**NOW THEREFORE**, the Principal must act in accordance with Section PUC 2003.01(d)(4)(2) of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utility Commission by the Principal as a licensed electric supplier to ensure the payment of Gross Receipts Tax as required by Section PUC 2003.01(d)(4)(2).

**NOW THEREFORE**, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in the State of New Hampshire and fulfills its obligation to pay the Gross Receipts Tax to the State of New Hampshire, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

**PROVIDED, HOWEVER,**

1. The effective date of this bond is 7/26/2013, and shall be continuous until cancelled by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond. Surety shall provide Obligee and Principal with a 60 day written notice of cancellation.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to termination date of this bond.

3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted and no suit shall be maintained against the Surety unless it be brought within three (3) months from the termination or expiration date of the bond.

4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. The Liability of the Surety upon this bond shall be and remain in full force and effect for the full period of the certificate or license, and renewals thereof, issued to the Principal, or until thirty (60) days after receipt by the Obligee of a written notice signed by such Surety, or its authorized agent, stating that the liability of such Surety is thereby terminated and canceled; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, the Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

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

SIGNED AND SEALED THIS 26th day of July 20 13.

FAIRPOINT ENERGY, LLC

By 

Surety Company

Westchester Fire Insurance Company

By: 

Bernadette Aleman,

Attorney-in-Fact



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

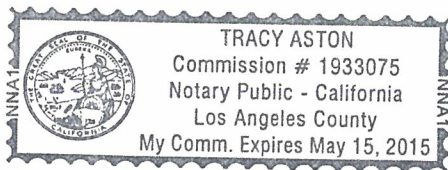
State of California

County of Los Angeles


On JUL 26 2013 before me, Tracy Aston, Notary Public, personally appeared Bernadette Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

  
Tracy Aston, Notary Public



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D Conrad, Marina Tapia, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 28 day of August 2012.

WESTCHESTER FIRE INSURANCE COMPANY



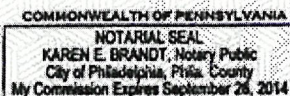
*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 28 day of August, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of JUL 26 2013



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 28, 2014.



## 2013 Renewal Registration Application for FairPoint Energy, LLC

**(a)(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address; [N.H. Admin. Rules, PUC 2006.01(a)(1)]**

Legal Name: FairPoint Energy, LLC

Website: [www.fairpointenergy.com](http://www.fairpointenergy.com)

**(a)(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable; [N.H. Admin. Rules, PUC 2006.01(a)(2)]**

Business Address: 1055 Washington Blvd., Floor 7  
Stamford, CT 06901

Telephone Number: (866) 842-1084

Email Address: support@fairpointenergy.com

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

**(a)(3) The applicant's place of incorporation, if anything other than an individual; [N.H. Admin. Rules, PUC 2006.01(a)(3)]**

FairPoint Energy, LLC is registered as a limited liability company in the state of Nevada.

**(a)(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual; [N.H. Admin. Rules, PUC 2006.01(a)(4)]**

Applicant, FairPoint Energy, LLC ("FairPoint Energy"), is not an individual. For FairPoint Energy's business address, telephone number and email address, please see the answer to question 2.

**(a)(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire: [N.H. Admin. Rules, PUC 2006.01(a)(5)]**

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreements with any affiliated New Hampshire utility;

Not applicable. Applicant, FairPoint Energy, does not have any affiliates or subsidiaries conducting business in New Hampshire.

**(a)(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available; [N.H. Admin. Rules, PUC 2006.01(a)(6)]**

Customer Service Number: (866) 842-1084

Customer Service Contact: Heather Cassidy – Manager, Call Center

**(a)(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries; [N.H. Admin. Rules, PUC 2006.01(a)(7)]**

Jan Fox, Senior Vice President and General Counsel  
1055 Washington Blvd., Floor 7  
Stamford, CT 06901  
(203) 517-0130  
[jfox@criusenergy.com](mailto:jfox@criusenergy.com)

**(a)(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process; [N.H. Admin. Rules, PUC 2006.01(a)(8)]**

National Registered Agents, Inc.  
63 Pleasant Street  
Concord, NH 03301

**(a)(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual; [N.H. Admin. Rules, PUC 2006.01(a)(9)]**

Please see Attachment 1.

**(a)(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service; [N.H. Admin. Rules, PUC 2006.01(a)(10)]**

FairPoint Energy currently serves customers in the PSNH territory, as approved by Executive Director Howland's letter dated January 21, 2012. In a letter dated September 27, 2012, The New Hampshire Public Utilities Commission approved expansion to the Unitol territory.

**(a)(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served; [N.H. Admin. Rules, PUC 2006.01(a)(11)]**

FairPoint Energy intends to serve all customer types and classes, including residential, small commercial and large commercial/industrial.

**(a)(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity; [N.H. Admin. Rules, PUC 2006.01(a)(12)]**

FairPoint Energy currently conducts business relating to the sale of electricity only in Maine and New Hampshire. For a full listing of all of the states where FairPoint Energy's affiliates conduct business relating to the sale of electricity, please see Attachment 2.

**(a)(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity; [N.H. Admin. Rules, PUC 2006.01(a)(13)]**

Please see Attachment 3.



**(a)(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court: [N.H. Admin. Rules, PUC 2006.01(a)(14)]**

- a. For partnerships, any of the general partners;**
- b. For corporations, any of the officers, directors or controlling stockholders; or**
- c. For limited liability companies, any of the managers or members;**

None of the managers or members of FairPoint Energy LLC, its parent, or its affiliates have ever been convicted of any felony that has not been annulled by a court.

**(a)(15) A statement as to whether the applicant or any of the applicant's principals: [N.H. Admin. Rules, PUC 2006.01(a)(15)]**

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

FairPoint Energy has not had any civil, criminal or regulatory sanctions or penalties imposed upon it pursuant to any state or federal consumer protection law or regulation in the last 10 years. However in an abundance of caution, FairPoint Energy discloses regulatory penalties imposed upon its affiliates in Attachment 4.

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

FairPoint Energy has not settled any civil, criminal or regulatory investigation involving any state or federal consumer protection law or regulation in the last 10 years. However in an abundance of caution, FairPoint Energy discloses regulatory settlements imposed upon its affiliates in Attachment 4.

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

FairPoint Energy is not currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation. However, in an abundance of caution, FairPoint Energy discloses any pending regulatory investigations involving its affiliates in Attachment 4.



**(a)(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;** [N.H. Admin. Rules, PUC 2006.01(a)(16)]

FairPoint Energy has not answered in the affirmative to either (14) or (15), however, in an abundance of caution, please see Attachment 4 for an explanation of actions concerning FairPoint Energy's affiliates.

**(a)(17) For those applicants intending to telemarket, a statement that the applicant shall:** [N.H. Admin. Rules, PUC 2006.01(a)(17)]

- a. **Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;**
- b. **Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and**
- c. **Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;**

FairPoint Energy has internal processes to maintain a list of consumers who request be placed on its internal do-not-call list and obtain monthly updated do-not-call lists from the National Do Not Call Registry. FairPoint will not initiate calls to New Hampshire customers who request to be placed on either FairPoint's internal do-not-call list or who are listed on the National Do Not Call Registry. Please see Attachment 5 for a copy of the Crius Energy Do Not Call Policy.

**(a)(18) For those applicants that intend not to telemarket, a statement to that effect;** [N.H. Admin. Rules, PUC 2006.01(a)(18)]

FairPoint Energy may engage in telemarketing campaigns from time-to-time.

**(a)(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;** [N.H. Admin. Rules, PUC 2006.01(a)(19)]

FairPoint Energy intends to use the utility's billing service.

**(a)(20) A copy of each contract to be used for residential and small commercial customers;** [N.H. Admin. Rules, PUC 2006.01(a)(20)]



FairPoint Energy uses its name under a license agreement with FairPoint Communications, Inc.

Please see Attachment 6 for a copy of FairPoint Energy's residential and small commercial contract.

**(a)(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and [N.H. Admin. Rules, PUC 2006.01(a)(21)]**

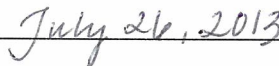
I, Jan L. Fox, am authorized to file this renewal application on behalf of FairPoint Energy, LLC and certify that its contents are truthful, accurate and complete.

**(a)(22) The signature of the applicant or its representative. [N.H. Admin. Rules, PUC 2006.01(a)(22)]**

By:

  
Jan L. Fox, Senior Vice President and General Counsel

Date:

  
July 26, 2013



THE CRIUS ENERGY FAMILY OF BRANDS

**VIRIDIAN**

*Cincinnati Bell energy*

**FairPoint Energy**

FTRenegyservices

*PublicPower*

**ATTACHMENT 1**

**A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual; [N.H. Admin. Rules, PUC 2006.01(a)(9)]**

# State of New Hampshire

## Department of State

### CERTIFICATE

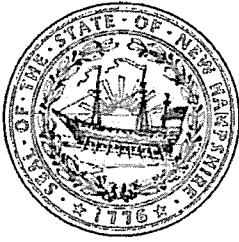
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Fairpoint Energy, LLC (formerly Viridian Energy MD LLC) a(n) Nevada corporation, is authorized to transact business in New Hampshire and qualified on June 22, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> day of February, A.D. 2013

A handwritten signature in dark ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



State of New Hampshire  
Department of State  
Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Amended Registration for Foreign LLC. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at [corporate@sos.state.nh.us](mailto:corporate@sos.state.nh.us). Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Amended Registration for Foreign LLC.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State  
Corporation Division

Business ID#: 652952

# State of New Hampshire

Filing fee: \$35.00

Use black print or type.

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

Filed  
Date Filed: 05/22/2012  
Business ID: 652952  
William M. Gardner  
Secretary of State

Form  
RSA 304-C:67

## APPLICATION FOR AMENDED REGISTRATION FOR FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS, THE UNDERSIGNED HEREBY APPLIES FOR AN AMENDED REGISTRATION TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the limited liability company is: Viridian Energy MD, LLC

SECOND: The name the limited liability company is currently using in the state of New Hampshire is:

Viridian Energy MD, LLC

THIRD: The state or country of formation is: Nevada

FOURTH: The date the limited liability company was authorized to transact business in the state of New Hampshire is: 6/22/11

FIFTH: This application is filed for the following reason(s) (complete all applicable items):

a. The limited liability company has changed its name to: Fairpoint Energy, LLC

b. The name the limited liability company will hereafter use in the state of New Hampshire is changed to: Fairpoint Energy, LLC

c. The limited liability company has changed the state or country of its formation to:

\*Signature:

Print or type name:

Title:

Date signed:

*[Handwritten Signature]*

Jan L. Fox

VP and General Counsel

5/21/12

**\* MUST BE SIGNED BY A MANAGER IF THE LIMITED LIABILITY COMPANY HAS A MANAGER. IF NO MANAGER, MUST BE SIGNED BY A MEMBER. (If the limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.)**

DISCLAIMER: All documents filed with the Corporate Division are available for public inspection in either tangible or electronic form.

Mail fee, DATED AND SIGNED ORIGINAL AND OR  
GOOD STANDING ISSUED BY THE STATE OR CO  
Corporate Division, Department of State, 107 North Main Street, Concord, NH 03301

State of New Hampshire  
Form FLLC 2 - Amendment to Application 3 Page(s)



T1214331007



# SECRETARY OF STATE



## CERTIFICATE OF EXISTENCE (INCLUDING AMENDMENTS)

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify, that the following is a list of all organizational documents on file in this office for

### **FAIRPOINT ENERGY, LLC**

Articles of Organization filed on January 26, 2010.

Certificate of Amendment filed on September 13, 2010.

Certificate of Amendment filed on May 21, 2012 changing the name from VIRIDIAN ENERGY MD, LLC to FAIRPOINT ENERGY, LLC.

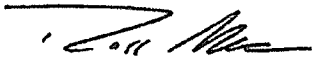
# SECRETARY OF STATE



I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **FAIRPOINT ENERGY, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since January 26, 2010, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 21, 2012.

  
ROSS MILLER  
Secretary of State

Certified By: Richard Sifuentes  
Certificate Number: C20120521-2945  
You may verify this certificate  
online at <http://www.nvsos.gov/>

**ATTACHMENT 2**

**A listing of the states where the applicant currently conducts business relating to the sale of electricity; [N.H. Admin. Rules, PUC 2006.01(a)(12)]**

FairPoint Energy currently conducts business relating to the sale of electricity only in Maine and New Hampshire. Attached please find a full listing of all of the states where FairPoint Energy's affiliates conduct business relating to the sale of electricity.

Affiliate	State(s)	License Number
Viridian Energy NY, LLC	New York	ESCO Code VRID
Viridian Energy PA, LLC	Pennsylvania	Docket #A-2009-2145794
	Maryland	License No. IR-1840
	New Jersey	License # ESL-0084
	Illinois	Order #11-0348
	D.C.	Order # 16446
	Delaware	Order # 8178
Viridian Energy LLC f/k/a Viridian Energy, Inc.	Connecticut	Docket #09-04-15
	Massachusetts	License #CS-076
Cincinnati Bell Energy, LLC	Ohio	Certificate #13-630E(1)
FTR Energy Services, LLC	Ohio	Certificate #12-523E(1)
	New York	ESCO Code FTRE
Viridian Network LLC*	D.C.	Order #16965
	Delaware	Order #8215

\* Broker License

Affiliate	State(s)	License Number
Public Power, LLC (CT)	Connecticut	Docket #07-06-13
	New York	ESCO Code PUPU
	Ohio	Certificate #11-418E(1)
	District of Columbia	Order #16726
	Illinois	Order #12-0167
Public Power & Utility of Maryland, LLC	Maryland	License No. IR-1781
Public Power & Utility of New Jersey, LLC	New Jersey	License #ESL-0086
Public Power, LLC (PA) Entity #3911142	Pennsylvania	Docket #A-2009-2143245
<b>INACTIVE LICENSES</b>		
Public Power & Utility, Inc.	Massachusetts	License #CS-070
	Maine	Docket #2008-532

## ATTACHMENT 3

**A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity; [N.H. Admin. Rules, PUC 2006.01(a)(13)]**

Attached please find a listing of all FairPoint Energy's customer complaints filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which FairPoint Energy conducts business relating to the sale of electricity.



## New Hampshire

Date	Complainant	Complaint Type	Summary
9/12/2012	Carmen Raimo Johnson	Slamming	Customer alleged slamming. TPV proved customer authorized her enrollment; however account was under husbands name (Donald Johnson). Customer enrollment was rejected and therefore she was not a customer. Written response sent on 10/15/2012.
3/22/2013	Nicole Roy	Slamming	Customer of record alleged slamming however, the investigation found that the enrollment was received via web application and was authorized by the customer's husband, Raymond Roy. Written response was submitted on 3/28/2013.
4/1/2013	David Lee	Quality of Service	Customer felt threatened by the dual billing notice he received in error; and was insulted by the call center representative's quality of service. As a resolution we attempted to contact the customer to discuss the matter but were unable to reach him. Therefore, we apologized for the experience and pulled the representative aside for retraining. Written response was submitted on 4/9/2013.
4/17/2013	Debra Thompson	Billing	Customer was on an Energy Assistance Program and discovered she lost the subsidy due to enrollment with FairPoint Energy. As a resolution, her cancellation request was processed and she was issued a reimbursement check in the amount of \$151.71. Written response was sent on 4/17/2013.
5/13/2013	Mark Greene	Quality of Service	Customer misunderstood the green content of the plan he selected and was displeased that the renewable energy standards were not listed in the disclosure. As a resolution, we explained that since FPE had not serviced the area for 12 consecutive months as the reason for its absence in the disclosure. Cancellation was processed as requested. Written response was submitted on 5/17/2013.
5/29/2013	Jim Edwards	General Inquiry	Customer experienced a 2-3 month delay in enrollment. We submitted another EDI to the utility to request enrollment. Written response sent on 5/30/13.
5/31/2013	Sarah Robinson	General Inquiry	Customer submitted a cancellation request to



THE CRIUS ENERGY FAMILY OF BRANDS

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**VIRIDIAN**

**Cincinnati Bell energy**

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**FTRenegyservices**

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			Viridian in error and experienced a delay in response. Cancellation was processed. Written response submitted on 5/31/13.
6/10/2013	Steve Martin	General Inquiry	Customer was displeased that it had been 4 months and his account was still not enrolled with FPE. It was determined that his account had been rejected by PSNH due to a name discrepancy. The customer was contacted to obtain the correct information and reimbursed for the difference in rates for the time period the switch had been delayed. Written response was submitted on 6/17/2013.
6/14/2013	Garard LaPerle	Slamming	Customer alleged slamming. TPV was provided as proof of authorization. Cancellation request was processed. Written response submitted on 7/2/2013.

## New Hampshire – PNE Acquisition

In February 2013, FairPoint Energy agreed to purchase approximately 8,500 New Hampshire residential and small commercial customers from PNE Energy Supply LLC (“PNE”). FairPoint Energy agreed to continue to serve the PNE customers under the same contract length and pricing. During the process of transferring customers from PNE to FairPoint Energy, PNE defaulted on certain financial obligations and lost its ability to serve customers. As a result, approximately 7,300 of the 8,500 customers were not transferred to FairPoint Energy, but returned to the default service provider, Public Service New Hampshire. The confusion that surrounded FairPoint Energy’s acquisition of PNE customers generated the following complaints.

Date	Complainant	Complaint Type	Summary
4/30/2013	Richard MacInnis	Billing	PNE rate conflict due to data migration error. Official notice of overbilling sent and reimbursement is scheduled to be issued by 8/31/2013.
5/1/2013	William Davis	Biling	PNE rate conflict due to data migration error. Official notice of overbilling sent and reimbursement is scheduled to be issued by 8/31/2013.
5/9/2013	Adam Schoolskey	Slamming	PNE transfer - cancellation requested.

			Written response sent on 5/16/2013.
5/10/2013	Gary McGath	Slamming	PNE transfer - cancellation requested. Written response sent on 5/16/2013.
5/14/2013	Phyllis Stewart	Slamming	PNE transfer - cancellation requested. Written response sent on 5/20/2013.
5/30/2013	Walter Michelsen	Billing	PNE rate conflict due to data migration error. Official notice of overbilling sent and reimbursement is scheduled to be issued by 8/31/2013.
6/18/2013	George Haskell	Billing	PNE rate conflict due to data migration error. Official notice of overbilling sent and reimbursement is scheduled to be issued by 8/31/2013.
6/24/2013	Joanne Rotast	Billing	PNE rate conflict due to data migration error. Official notice of overbilling sent and reimbursement is scheduled to be issued by 8/31/2013.
6/25/2013	Mike Brien	Billing	PNE rate conflict due to data migration error. Official notice of overbilling sent and reimbursement is scheduled to be issued by 8/31/2013.
7/1/2013	JoAnn Rotaft	Rate Conflict	Customer received incorrect rate due to PNE data migration error. The customer's rate has been corrected.
7/1/2013	Michael Bryan	Rate Conflict	Customer received incorrect rate due to PNE data migration error. The customer's rate has been corrected.

## Maine

Date	Complainant	Complaint Type	Summary
1/29/2013	Francis Nagy	Slamming	The consumer received an auto-generated welcome letter following sales pitch and thought he had been enrolled after stating "No" during sales call. However this was a misunderstanding, as the consumer was never enrolled. Written response sent 2/7/2013.
4/17/2013	Mitchell Tannenbaum		MPUC Request for Information Docket No. 2011-264

**ATTACHMENT 4**

**A statement as to whether the applicant or any of the applicant's principals: [N.H. Admin. Rules, PUC 2006.01(a)(15)]**

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;**
- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or**
- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;**

FairPoint Energy has not previously been nor is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation. However, in an abundance of caution, FairPoint Energy discloses any pending or prior regulatory investigations involving its affiliates.



*In an abundance of caution, FairPoint Energy, LLC discloses the following docketed investigations and disciplinary proceedings involving its affiliates.*

Viridian Energy PA, LLC – Maryland, License No. IR-1840 (Case No. 9255, Order No. 84959)

In January 2011, the Staff of the Maryland Public Service Commission filed a complaint against Viridian Energy PA, LLC (“Viridian”), alleging that Viridian had violated the Maryland customer protection rules by providing misleading representations in late 2010. Among other things, Staff initially sought to revoke or suspend Viridian's Maryland license.

A hearing was conducted in February 2011 and in March 2011. Thereafter Commission Staff and Viridian filed a Joint Recommendation that did not revoke or suspend Viridian's license. Fifteen months later on June 7, 2012, the Commission assessed a civil penalty of \$60,000 against Viridian, relating to instances of past behavior, and rejected Commission Staff's initial request to revoke or suspend Viridian's license and bar it from seeking new customers. In so doing, the Commission commended Viridian for strengthening its compliance program. Viridian has been operating in Maryland for over 28 months since the January 2011 complaint, a period during which no further complaints or investigations have been filed.

Public Power LLC – Connecticut, Docket #07-06-13 (Docket No. 13-02-08) February 2013

Public Power LLC is currently being investigated by the Connecticut Public Utilities Regulatory Authority (“PURA”) due to a spike in slamming complaints during 2012. The vast majority of these complaints were the result of enrollments that took place before the REH management team took over management of Public Power. The purpose of the investigation is to determine whether Public Power engaged in slamming.

Public Power LLC – Connecticut, Docket #07-06-13 (Docket No. 07-06-13 RE03) September 2010

On or around September 1, 2010, the Connecticut Public Utilities Regulatory Authority (“PURA”) began an investigation to determine whether Public Power's electric license was transferred without PURA's prior approval. The central issues involve (a) the sale of stock by the original majority shareholder of Public Power to GF Power I LLC in 2009 and (b) Public Power's change of business format from corporation to limited liability company for tax purposes in April, 2010. PURA issued several interrogatories inquiring as to the extent of these changes as well as the background and experience of

the new President and CEO Robert Gries, Jr. Public Power has responded in a timely fashion in each instance and the matter is pending.

## Public Power LLC – Pennsylvania, Docket #A-2009-2143245 (Docket No. 2012-2257858) July 2011

Public Power LLC, a Pennsylvania limited liability company (“PA Subsidiary”), was investigated by the Bureau of Investigation and Enforcement (“BIE”) of the Pennsylvania Public Utility Commission (“PUC”) for alleged unauthorized customer enrollments. It was discovered that the unauthorized enrollments resulted from a data entry error by a third-party telemarketer acting on behalf of the PA Subsidiary. Upon discovery of the mistake, Public Power contacted and worked cooperatively with the EDC to rescind the transfers. On or about November 19, 2012 the parties reached a settlement of the allegations for \$64,450 plus customer refunds of approximately \$22,000.

## Public Power LLC – Connecticut, Docket #07-06-13 (Docket No. 11-10-06) October 2011

Approximately one year ago, the Connecticut Public Utilities Regulatory Authority (“PURA”) opened Docket 11-10-06 to investigate customer complaints that Public Power may have charged rates in excess of its contracts and failed to timely respond to inquiries alleging unauthorized switching of customers from other electric generation service providers to Public Power. The Office of the Connecticut Attorney General and the Office of Consumer Counsel participated in the resolution of this matter. The Prosecutorial Unit appointed by the PURA found no evidence that Public Power charged rates in excess of its contracts. However, to foster good will, Public Power issued credits to the identified customers. As to the unauthorized customer switching allegations, an authorized switch could not be proven as to six customers. Public Power and the Prosecutorial Unit entered into a settlement agreement under which Public Power would make a charitable contribution of \$6,000, in lieu of a civil penalty. The Settlement Agreement was submitted to PURA on June 28, 2012 and was formally approved on May 15, 2013.

## FERC Docket Nos. ER12-2250-000 et al.

On September 14, 2012, in response to a Public Power filing the Federal Energy Regulatory Commission (“FERC”) issued a delegated letter order to four Public Power, LLC subsidiaries, granting each of them market-based rate authority on a prospective basis (FERC Docket Nos. ER12-2250-000 et al.). The four entities are Public Power & Utility of New Jersey, LLC, Public Power & Utility of NY, Inc., Public Power (PA), LLC and Public Power & Utility of Maryland, LLC (the “Entities”). This action resulted from the limited type of wholesale energy sales- “balancing energy sales” being conducted by Public Power. Each of the Entities engaged, in the past, in these balancing energy wholesale sales, and did so

without market-based rate authority during the pertinent period. Such transactions come about when, for example, an entity offers to purchase 10 MWh in the day-ahead market, and in real-time ultimately purchases 9 MWh, with the 1 MWh difference deemed a sale back to the RTO under RTO rules. It is those past wholesale balancing sales that were the subject of the above FERC filing and order refund reports. As a result of these past sales, FERC required the filing of refund reports and the submission of data indicating why refunds would not be required. The Entities made the required submission within the thirty days of the issuance of the September 14, 2012 order and request. The Entities expect to have zero refund liability.



**ATTACHMENT 5**

Attached please find a copy of the Crius Energy Do Not Call Policy.



THE CRIUS ENERGY FAMILY OF BRANDS

**VIRIDIAN**

*Cincinnati Bell energy*

**FairPointEnergy**

FTRenergyservices

**PublicPower**



## Do Not Call Policy

Crius Energy, LLC (“Crius Energy”), and each of its operating subsidiaries (Public Power, Cincinnati Bell Energy, FairPoint Energy, FTR Energy Services, and Viridian Energy) have adopted and adhere to the policies described below to comply with the Federal Trade Commission’s and the Federal Communications Commission’s regulations, The Direct Marketing Association's Ethical Guidelines, and if applicable, state Do Not Call laws.

If you don't want to receive sales calls from Crius Energy or one of its operating subsidiaries, you can ask us to place your telephone number on our Internal Do Not Call List by:

- Sending a written request to Crius Energy at: 1055 Washington Blvd., Floor 7, Stamford, Connecticut 06901 (Attention: Customer Care);
- E-mailing Crius Energy at: [donotcall@criusenergy.com](mailto:donotcall@criusenergy.com); or
- calling us at: **203-883-7899**

In compliance with federal and state laws, we will document your request immediately. Please allow up to 30 days for your telephone number to be removed from the applicable sales programs that are currently underway.

- Your request must include, at a minimum, your telephone number.
- If you have multiple telephone numbers, tell us all numbers that you want to be included.
- You will remain on our Internal Do Not Call List for five years, unless you ask to be removed.
- If your telephone number ever changes, you must give us your new information for your "do not call" status to remain in effect.

When we solicit prospective customers, we also honor "do not call" requests on behalf of consumers listed on the National Do Not Call Registry maintained by the Federal Trade Commission and various state-agency lists.

All employees that engage in outbound telephone solicitation are trained in this policy and are made aware of these procedures before they are allowed to place calls to consumers. Management reviews the policy with these employees on a regular basis. If a consumer requests a copy of our Internal Do Not Call List Policy, we will send a copy via U.S. mail or electronic mail. The Crius Energy Do Not Call List policy is also posted on the Crius Energy Website.

*Policy Updated: July 2013*



Crius Energy family of brands

**VIRIDIAN**

**Cincinnati Bell**energy

**FairPoint**Energy

**FTR**energyservices

**Public**Power

## ATTACHMENT 6

**A copy of each contract to be used for residential and small commercial customers; [N.H. Admin. Rules, PUC 2006.01(a)(20)]**



Your agreement with FairPoint Energy, LLC ("FPE"), a member of the Crius family of brands, authorizes FPE to change your electric generation supplier to FPE. **FAIRPOINT ENERGY, LLC USES THE FAIRPOINT NAME UNDER A LICENSE AGREEMENT WITH FAIRPOINT COMMUNICATIONS, INC.** FPE is licensed by the New Hampshire Public Utilities Commission ("PUC") to offer and supply electricity (electricity supply service) as a Competitive Electric Power Supplier ("CEPS"). **FPE's New Hampshire Public Utilities Commission's license number is DM 11-175.** FPE supplies the electricity commodity to your electric distribution company ("EDC") based on how much you consume. Your EDC will then distribute (deliver) the electricity to your location. Generation charges for the electricity supply service are set by the CEPS you have chosen. The PUC regulates distribution prices and services charged by the EDC. The Federal Energy Regulatory Commission regulates transmission prices and services.

This Disclosure Statement/Terms and Conditions, the Welcome Letter and the Enrollment Form create your agreement with FPE ("Agreement") and supersede any oral or written statements made in connection with the Agreement or your electricity supply.

### Terms and Conditions:

<b>Term</b>	<ul style="list-style-type: none"> <li>For a Fixed Term agreement, the Initial Term of your Agreement is the number of billing cycles set forth at the time of enrollment and confirmed in your Welcome Letter. If you do not agree to a Renewal Term, the Agreement will continue month to month with a variable price until terminated by your or FPE in accordance with the terms of the Agreement.</li> <li>Under a Variable Term agreement, your electric supply service with FPE continues month to month until terminated by you or FPE in accordance with the terms of your agreement with FPE.</li> </ul>
<b>Price</b>	<ul style="list-style-type: none"> <li>During the Initial Term or any Renewal Term of fixed price service, you will pay FPE the fixed price per kWh set forth at the time of enrollment and confirmed in your Welcome Letter. If you do not agree to a Renewal Term, the Agreement will continue to month to month at a variable price until terminated by your or FPE in accordance with the terms of the Agreement. You will be responsible for any applicable fees, charges or taxes. Separately the EDC will charge you for distribution costs, including but not limited to, the price of transmission and distribution, the system benefits charge and the stranded cost recovery charge.</li> <li>Your variable price for the first month of service will be set forth at time of enrollment and confirmed in your Welcome Letter. After the first month you will pay a variable price for electricity supply service, specific to your account which can fluctuate on a month to month basis in order to provide the savings identified at the time of enrollment. You will be responsible for any applicable fees, charges or taxes. Separately the EDC will charge you for distribution costs, including but not limited to, the price of transmission and distribution, the system benefits charge and the stranded cost recovery charge.</li> </ul>
<b>Rescission</b>	You have the right to cancel your Agreement without fees or penalties of any kind (a) within 3 business days from the date of personal or electronic delivery of this Agreement, or (b) within 5 business days from the date of postmark when this Agreement is delivered via the United States postal service.
<b>Early Termination Fee</b>	<ul style="list-style-type: none"> <li>Cancellation fees in the total amount of \$50 will apply if you terminate a fixed price Agreement with FPE prior to the end of the then-current fixed price Term.</li> <li>If you terminate a variable price Agreement with FPE there are no termination fees.</li> </ul>



**Price:**

a. Fixed Price: Under FPE's fixed price service, you will pay the fixed price set forth at time of enrollment and confirmed in your Welcome Letter for the Initial Term. If you do not agree to a Renewal Term, your existing Agreement will continue month to month with a variable price. The fixed price during the Initial Term will be calculated by multiplying the price of electricity per kilowatt hour (kWh) by the amount of electricity you use in the billing cycle plus any applicable fees, charges or taxes.

b. Variable Price: Your variable price for the first month of service will be set forth at time of enrollment and confirmed in your Welcome Letter. After the first month you will pay a variable price for electricity supply service, specific to your account which can fluctuate on a month to month basis generally based on such factors as load ratio, energy market pricing, transmission costs, company operating factors and other market price related factors. The variable price for your electric supply service each month will be calculated by multiplying your specific variable price of electricity per kilowatt hour (kWh) that month by the amount of electricity you use in the billing cycle plus any applicable fees, charges or taxes. Separately the EDC will charge you for distribution costs, including but not limited to, the price of transmission and distribution, the system benefits charge and the stranded cost recovery charge.

FPE's prices may be higher or lower than the EDC's price in any given month.

**Term:** FPE will begin supplying your electric supply service on a date set by the EDC.

a. Fixed Price: The fixed price Initial Term will be for the number of billing cycles set forth at time of enrollment and confirmed in your Welcome Letter starting on the first meter read date after your service is started with FPE and continuing through the last meter read date in the end month. If you do not agree to a Renewal Term with respect to a service, the Agreement will continue month to month with a variable price until terminated by you or FPE in accordance with the terms of the Agreement.

b. Variable Price: The variable price term will begin on the first meter read date after your electric supply service is started with FPE and will continue month to month until terminated by you or FPE in accordance with the terms in the Agreement.

**Rescission:** You have the right to cancel this Agreement, without fees or penalties of any kind (a) within 3 business days from the date of personal or electronic delivery of this Agreement, or (b) within 5 business days from the date of postmark when this Agreement is delivered via the United States postal service. FPE will not submit a customer enrollment to your EDC until the rescission period has lapsed.

**Termination by Customer:** If you elect to cancel or terminate the Agreement prior to the end of the Initial Term or any Renewal Term, you will pay a cancellation fee as set forth above. If you elect to cancel or terminate your variable price Agreement, there are no cancellation fees. In order to cancel you must notify FPE in advance by email at [support@fairpointenergy.com](mailto:support@fairpointenergy.com) or in writing by mail at 1055 Washington Boulevard, 7th floor, Stamford, CT 06901 or by phone at 1-866-842-1084. Termination becomes effective upon the processing of your cancellation request by the EDC. You shall be obligated to pay for the electricity supply service provided pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable EDC late fees, fees or charges. Should you cancel your Agreement, you will be returned to your EDC's default electricity supply service unless you choose another CEPS.

**Termination by FPE:** FPE may cancel or terminate the Agreement at any time, without penalty, by notifying you in writing no less than 10 business days prior to the termination. If for any reason performance of the Agreement becomes materially uneconomical to FPE or if any change in law causes FPE to no longer have the ability to serve you, FPE may cancel the Agreement upon written notice no less than 10 business days prior to the termination. Termination becomes effective upon the processing of FPE's cancellation request by the EDC but not earlier than your next meter read date that falls not less than 10 business days after issuing the notice. You shall be obligated to pay for the electricity supply service provided by FPE pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable EDC late fees, fees or charges. Termination by FPE will not result in disconnection from the electricity grid. Should FPE terminate the Agreement, you will be returned to your EDC's default electricity supply service, subject to the provisions of the default service provider, unless you choose to obtain service from another CEPS.



**Relocation:** If you relocate, you will provide a 30-day notice to FPE. A final meter read will be made at your old address and your account will be finalized with both your EDC and FPE. You shall be obligated to pay for the electricity supply service provided pursuant to the Agreement prior to the date the termination due to relocation becomes effective, including any applicable EDC late fees, fees or charges. You understand that relocation termination (within your first 12 billing cycles) may result in a failure to receive the savings set forth at the time of enrollment. If you relocate within your EDC's service territory, you may have the option of entering into a new electricity supply agreement with FPE.

**Billing and Payment:** You will receive a single consolidated bill from your EDC that includes the EDC's charges and FPE's Generation Charge. The EDC will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the EDC's billing and payment policies and procedures.

**Credit Requirement:** FPE reserves the right to conduct a credit review prior to providing you electricity supply service, and to refuse electricity supply service if you do not meet FPE's credit standards. You agree to provide FPE with any information reasonably requested in order to complete the credit review. If prior to commencing electricity supply service or at any time during the Term of this Agreement, FPE has good faith concerns about your creditworthiness; FPE may conduct a credit review and if you are a commercial account may ask you to provide reasonable credit assurances acceptable to FPE. Further, FPE reserves the right to require a deposit before providing electricity supply services. If a deposit is required, before any deposit is taken Customer will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit. The interest rate paid on the deposit will be calculated at the market interest rate at such time. FPE will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees.

**Dispute Procedures:** If you have billing questions or would like to make an inquiry about FPE's terms and conditions, you may contact FPE by telephone at 1-866-842-1084, by email at [support@fairpointenergy.com](mailto:support@fairpointenergy.com) or by mail at 1055 Washington Boulevard, 7th floor, Stamford, CT 06901. You may also contact the PUC at 1-800-852-3793 if you have any questions about your rights or responsibilities. In the event of a billing dispute or disagreement involving any essential element of this Agreement, you and FPE agree to use their best efforts to timely resolve the dispute. You have a right to file a complaint with the commission after attempted resolution with FPE.

**Emergency:** In the event of an emergency, such as a power failure or a fallen power line, please call your EDC.

**LIMITATIONS ON WARRANTY AND DAMAGES:** THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF YOUR EDC. YOU UNDERSTAND AND AGREE THAT THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE ELECTRICITY SUPPLY SERVICE PROVIDED BY FPE. FPE HAS NO LIABILITY FOR SERVICE INTERRUPTIONS. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. FPE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES. FPE IS NOT LIABLE FOR INTERRUPTIONS TO OR SHORTAGES OF ELECTRICITY SUPPLY NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM.

**Force Majeure:** The electric service is firm subject to force majeure. FPE will not be responsible for supplying electricity services to you in the event of circumstances beyond its control such as events of force majeure, as defined by the EDC or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God. If there is a change in any law, rule or pricing structure that results in FPE being prevented, prohibited or frustrated from carrying out the terms of the Agreement, FPE reserves the right to cancel the Agreement in accordance with the termination provisions in the Agreement.

**Information Disclosure Label:** The Information Disclosure Label contains information on the fuel mix and emissions characteristics associated with the electricity that FPE provides to customers. The Information Disclosure Label may be found on FPE's website at <https://www.fairpointenergy.com/offer-details>. You agree that FPE may make its required annual updates electronically on its website. FPE will provide a printed copy of the Information Disclosure Label upon request.



**Bill Assistance Program:** Your EDC may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's Bill Assistance Program can be obtained by contacting your EDC at the number or address listed below. For a list of the social service agencies offering bill assistance please call FairPoint Energy or dial 211.

**Information Release Authorization:** By entering into this Agreement, you authorize FPE to obtain information from the EDC concerning your account that includes, but is not limited to: billing history, payment history, account number, historical and future electricity usage, meter readings and characteristics of your electricity service. You may rescind this authorization at any time by contacting FPE. FPE reserves the right to cancel this Agreement in the event you rescind such authorization. The Company will not release your confidential information without your written authorization, except as required by legal authority; provided it may share this information with FairPoint Communications to assist in reconciliation of customer accounts and to enforce our acquisition business rules in connection with your enrollment with FPE.

**Assignment:** You may not assign the Agreement without FPE's prior written consent. FPE reserves the right to sell, transfer, pledge or assign the accounts, revenues or proceeds hereof in connection with any financial agreement. You authorize FPE to assign this Agreement to another energy supplier, CEPS, or other entity as authorized by the PUC. Any required assignment notice will be considered to have been made to you if mailed to the appropriate party. Please note that you have additional rights and protections under New Hampshire statutes and PUC rules regarding a change in your provider.

**Miscellaneous:** You agree to promptly notify FPE if there are any anticipated major changes in your energy consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by the EDC. Except as provided by law, you will pay all taxes due and payable with respect to customer obligations under the Agreement. There may be a delay before the EDC switches your electricity supply to FPE. FPE is not responsible for any such delays. You agree to receive periodic updates of product and services from FPE. Any changes to the Agreement must be made in writing. The Agreement is subject to any future legislation, orders, rules, regulations or EDC tariff or policy changes. Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New Hampshire. The Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles. You may add a telephone number to the national do not call registry by calling 888-382-1222 from the phone you wish to register, or go click on "Register a Phone Number" in the left column of the webpage at [www.donotcall.gov](http://www.donotcall.gov).

**Parties Bound:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

### Customer Contact Information:

#### FairPoint Energy, LLC

1055 Washington Boulevard  
7th floor  
Stamford, CT 06901  
Toll-Free: 866-842-1084  
Monday through Friday, 8:30 a.m. to 6:30 p.m. ET  
[support@fairpointenergy.com](mailto:support@fairpointenergy.com)  
[www.FairPointEnergy.com](http://www.FairPointEnergy.com)

#### New Hampshire PUC

21 South Fruit Street  
Suite 10  
Concord, NH 03301-2429  
Phone: 603-271-2431 Fax: 603-271-3878  
TDD Access - Relay NH: 800-735-2964  
Consumer Assistance: 800-852-3793  
Monday through Friday, 8:00 a.m. to 4:30 p.m.  
<http://www.puc.nh.gov/>

#### Public Service of New Hampshire

PO Box 330  
Manchester, NH 03105-0330  
1-800-662-7764  
1-800-346-9994 (TTY/TDD number)  
<http://www.psnh.com/Contact-Us.aspx>



## ATTACHMENT 7

Attached please find the following documents, which have been previously provided to the New Hampshire Public Utilities Commission:

- Demonstration of FairPoint Energy's technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and FairPoint Energy, as required by PUC 2003.01(d)(1); and
- Evidence that FairPoint Energy is able to obtain supply in the New England energy market, as required by PUC 2003.01(d)(2)



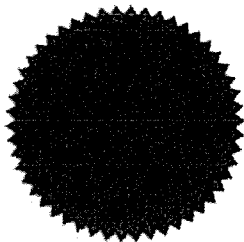
# Public Service of New Hampshire Certificate of Completion

*is hereby granted to:*

**Viridian Energy**

*to certify that they have completed to satisfaction*

**NH Supplier Training**



*Granted: 06/28/11*

*Aaron Downing*

Aaron Downing  
PSNH Supplier Services



**Electronic Data Interchange (EDI) Certification**

***Unitil Energy Systems (UES)***

Issued to: Viridian Energy MD LLC  
Represented by: Raphael Jacobs  
  
Issued by: Unitil Energy Systems  
Represented by: Todd Bohan, Energy Analyst  
  
Date: January 19, 2012


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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Viridian Energy MD LLC. As of January 19, 2012, Unitil Energy Systems does hereby declare Viridian Energy MD LLC as a certified EDI trading partner capable of exchanging the following transactions:

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

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

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\_\_\_\_\_  
Signature  
  
1/19/12  
\_\_\_\_\_  
Date

Todd Bohan  
Energy Analyst II  
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
supplierservices@unitil.com

This Agreement (the "Agreement"), dated as of July 26 2011, is executed and delivered by Viridian Energy, Inc. ("VEI") and Viridian Energy MD LLC ("VEMD").

WITNESSETH:

WHEREAS, VEMD, an affiliate entity of VEI, has applied for a license to supply electricity to customers in the state of Maine, which application requires, among other things, the applicant to be a participant in the Independent System Operator of the New England ("ISO-NE") or show that it will conduct transactions through a contractual agreement with an entity that is a participant in the ISO-NE electricity market.

WHEREAS, VEI is a participant in the ISO-NE electricity market and a ISO-NE member. NOW, THEREFORE, based upon the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VEI and VEMD hereby agree as follows:

1. VEI hereby affirms and guarantees to support the operations and business activities of VEMD as they relate to procuring power from and within the ISO-NE control area.

2. This Agreement shall terminate and be of no further force and effect upon the expiration or termination of VEI's membership in ISO-NE.

IN WITNESS WHEREOF, VEI and VEMD have executed and delivered this Agreement to be effective as of the date first written above.

VIRIDIAN ENERGY, INC.

By: ml FJA  
Name: Michael Fallquist  
Title: Chief executive Officer

VIRIDIAN ENERGY MD LLC

By: ml FJA  
Name: Michael Fallquist  
Title: Chief executive Officer





David T. Doot  
Secretary

July 19, 2011

*Viridian Energy, Inc.*  
Attn: Raphael Jacobs  
64 North Main Street  
Norwalk, CT 06854  
[riacobs@viridian.com](mailto:riacobs@viridian.com)

Dear Rafi:

You have requested that the New England Power Pool ("NEPOOL"), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you whether Viridian Energy, Inc. ("Viridian") is a member "in good standing in NEPOOL." This letter is in response to that request.

As of the date of this letter, Viridian is a NEPOOL member entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL's governing document. Viridian, formerly known as New England Gas and Electric, Inc., was accepted for membership in NEPOOL effective as of July 1, 2009 pursuant to an order of the Federal Energy Regulatory Commission ("FERC") issued July 29, 2009 in Docket No. ER09-1394, subject to the conditions and waivers agreed to between NEPOOL and Viridian as filed with the FERC in that Docket. Viridian has not requested termination of its membership and NEPOOL has no application or request pending for termination of its membership in NEPOOL.

Respectfully,

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David T. Doot  
Secretary