DM 15-180

FairPointEnergy

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

Brittany Nolan
Senior Paralegal
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NHPUC 26MAY'15PM2:37

Sent by FedEx, Tracking No.

May 22, 2015

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

RE: DM 11-175, DM14-2014, FairPoint Energy, LLC Renewal Registration as a Competitive Supplier

Dear Ms. Howard:

As per N.H. Admin, Rules, PUC 2003.02, 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 to 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 FairpPoint 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 1, 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). We have removed the continuation clause from this surety bond.

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Please do not hesitate to contact me at (203) 663-7530 with any questions.

Warmest Regards,

Brittany Nolan

Enclosures:

Renewal fee of $250.00
An original and two copies of the renewal application
Surety bond

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2015 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

(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

(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. Additionally, please see below for the names, titles, business address, telephone number and email address for FairPoint Energy's principals.

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Name	Title	Business Address	Telephone Number	Email Address
Michael Fallquist	Chief Executive Officer	1055 Washington Blvd. Seventh Floor Stamford, CT 06901	(203) 663-7545	mfallquist@criusenergy.com
Roop Bhullar	Chief Financial Officer	1055 Washington Blvd. Seventh Floor Stamford, CT 06901	(203) 883-9900	rbhullar@criusenergy.com
Chaitu Parikh	Chief Operating Officer	1055 Washington Blvd. Seventh Floor Stamford, CT 06901	(203) 883-7503	cparikh@criusenergy.com
Barbara Clay	EVP & General Counsel	1055 Washington Blvd. Seventh Floor Stamford, CT 06901	(203) 663-5079	bclay@criusenergy.com
Cami Boehme	Chief Strategy Officer	1055 Washington Blvd. Seventh Floor Stamford, CT 06901	(203) 663-7537	cboehme@criusenergy.com
Christian McArthur	Executive VP of Procurement, Pricing and Product Engineering	1055 Washington Blvd. Seventh Floor Stamford, CT 06901	(203) 883-7809	cmcarthur@criusenergy.com
Rob Cantrell	EVP Sales	2620 Technology Forest Blvd. The Woodlands, TX 77381	(713) 907-2892	rcantrell@criusenergy.com

(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: Anthony Povio – Director, Customer Care Operations

(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)]

Barbara Clay, Executive Vice President and General Counsel
1055 Washington Blvd., Floor 7
Stamford, CT 06901
(203) 663-5079
bclay@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)]

Corporation Service Company
d/b/a Lawyers Incorporating Service
14 Centre Street
Concord, NH 03301
Adam.sweitzer@cscglobal.com
800-927-9801

(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 Unitil 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;**

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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 Energy will not initiate calls to New Hampshire customers who request to be placed on either FairPoint Energy's internal do-not-call list or who are listed on the National Do Not Call Registry. Please visit http://www.criusenergy.com/do-not-call-policy/ 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)]

Please see Attachment 5 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, Barbara Clay, 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: _____

Barbara Clay, Executive Vice President and General Counsel

Date: 5/22/15

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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, a(n) Nevada limited liability company registered to do business in New Hampshire on June 22, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of August, A.D. 2012

William M. Gardner
Secretary of State

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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
	Ohio	Certificate #13-742E(2)
Viridian Energy LLC	Connecticut	Docket #09-04-15
	Massachusetts	License #CS-076
	Rhode Island	Docket D-96-6 (P6)
Cincinnati Bell Energy, LLC	Ohio	Certificate #13-630E(1)
Everyday Energy, LLC formerly FTR Energy Services, LLC	Ohio	Certificate #12-523E(1)
	New York	ESCO Code FTRE
	Illinois	Docket# 13-0137
	Pennsylvania	Docket# -2012-2314724
Viridian Network LLC*	D.C.	Order #16965
	Delaware	Order #8215
Public Power, LLC (CT)	Connecticut	Docket #07-06-13
	New York	ESCO Code PUPU
	Ohio	Certificate #11-418E(1)
	D.C.	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
TriEagle Energy LP	New Jersey	License No. ESL-0134
	Pennsylvania	A-2010-2180376
	Texas	Certificate# 10064

* Broker License

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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)]

New Hampshire

Complaint Type	Number of Complaints in Past Calendar Year
Billing Dispute	**28**
Service Quality	**11**
Enrollment Dispute	**19**
Total	**58**

Maine

Complaint Type	Number of Complaints in Past Calendar Year
Billing Dispute	**55**
Service Quality	**20**
Enrollment Dispute	**25**
Marketing Practices	5
Total	**105**

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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.

Public Power LLC – Pennsylvania, Docket #A-2009-2143245

Prior to Public Power becoming affiliated with Crius Energy, Public Power was investigated by the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission ("PUC") for alleged unauthorized customer enrollments during July 2011. It was found that the unauthorized enrollments resulted from a data entry error by a third-party telemarketer acting on behalf of Public Power. Upon discovery of the mistake, Public Power contacted and worked cooperatively with the utility to rescind the transfers. On December 19, 2013 the PUC unanimously approved a settlement of $64,450 plus customer refunds of $22,161.68.

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

Prior to Public Power becoming affiliated with Crius Energy, 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. 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. Public Power and the PURA 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.

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

Public Power is currently being investigated by PURA due to customer complaints it received during 2012. The vast majority of these complaints were the result of enrollments that took place before the Crius Energy management team took over management of Public Power. The purpose of the investigation is to determine whether Public Power engaged in any unfair or deceptive trade practices. The investigation is ongoing and Public Power is providing PURA with all requested documents and information.

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 alleging that Viridian Energy's independent contractors had violated the Maryland customer protection rules by providing misleading representations in late 2010. On June 7, 2012, the Commission assessed a civil penalty of $60,000 against Viridian Energy, and noted such fine related to instances of past behavior, noting a reduced penalty because Viridian Energy had strengthened its compliance program.

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ATTACHMENT 5

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

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NEW HAMPSHIRE TERMS & CONDITIONS

You authorize FairPoint Energy, LLC ("Company"), a member of the Crius Energy family of brands, to change your electricity or gas supplier, as the case may be, to Company and to supply your home or small business with all the Services you need, subject to the eligibility requirements of your local electric or gas utility ("Utility"). The Company uses its name under a license agreement with FairPoint Communications Inc. Your Enrollment Documentation, which includes your Welcome Letter, and these Terms and Conditions create your agreement with the Company ("Agreement") and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the "Definitions" section herein.

1. **SERVICES**. Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company.

2. **TERM**. Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation, and if applicable for the Renewal Term. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays.

3. **PRICE**. Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. For gas, your bill will be calculated by multiplying your Rate by the amount of gas you consumed in ccfs or therms, as applicable, during the billing cycle, plus any applicable Fees. Your Rate does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. Depending on your Utility's billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company for such actual usage amounts.

4. **RATE PLAN OPTIONS**.

a. Fixed Rate. If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and guaranteed not to change for the Term ("Fixed Rate").

b. Variable Rate. If you selected a variable rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and will vary based on several factors, including but not limited to market conditions, operations costs, and other factors and may include an introductory rate for such time as indicated in your Enrollment Documentation ("Variable Rate").

c. Index Rate. If you selected an index rate, the Rate for your Service will be the index Rate indicated in your Enrollment Documentation and will vary in accordance with the terms of the specific index ("Index Rate").

d. Understanding and Selecting Rates. You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher or lower than the Utility's rate in any given month.

5. **RESCISSION; TERMINATION.** You may rescind or terminate this Agreement as provided below.

a. Right of Rescission. In compliance with New Hampshire law, you may rescind this Agreement, without fees or penalties of any kind, (i) within three (3) business days from the date of personal or electronic delivery of this Agreement, or (ii) within five (5) business days from the date of postmark when this Agreement is delivered via the United States postal service ("Rescission Period").

b. Terminating Fixed Rate Plans. You may terminate a Fixed Rate plan at any time; provided that, if you terminate after the Rescission Period and before the end of the Term or Renewal Term, the applicable Termination Fee listed in your Enrollment Documentation will apply for the Service you terminate. If you are a small business customer and selected a Fixed Rate, your early termination fee for each Service is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market price at the time of the Termination, or (ii) $0.02/kWh or Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer's historical usage or Company's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Company in a commercially reasonable manner.

c. Terminating Variable Rate Plans. You may terminate any Variable Rate Services at any time and no Termination Fee will apply.

d. Terminating Index Rate Plans. You may terminate any Index Rate Plan Services at any time and no Termination Fee will apply.

e. Termination Notice; Effect of Termination. To terminate or rescind this Agreement, you must notify Company as detailed in Section 14 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier.

6. **BILLING AND PAYMENT**. The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility 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 Utility's or the Company's billing and payment policies and procedures, as the case may be. You may be liable for the costs the Company incurs if Company must terminate your bill for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility ("Billing Quantity"). For commercial accounts, Company will have the option to adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your service commences.

7. **CUSTOMER INFORMATION**. All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may by rescinded by you any time by contacting Company.

a. Credit Requirement. You authorize Company to review your credit history. If you fail to meet Company credit criteria, you understand that Company may refuse or terminate Service or provide a substitute product. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase.

b. Customer Information. You authorize Company

to obtain your Customer Information from your Utility and, under a confidentiality agreement, share your Customer Information with Company Agents. Company will not otherwise release Customer Information without Customer consent, except as required by law.

8. **RENEWAL NOTICE.** For any Fixed Rate plan you have selected, you will receive notice from Company (between thirty and sixty days prior to the end of your Term) that, unless you opt out, you will be automatically enrolled: (i) on the Fixed Rate plan provided in the notice, or (ii) on the Company's Variable Rate plan available at such time (which allows you to cancel at any time without any Termination Fees). For any Variable Rate plan or Index Rate plan, you will not receive a renewal notice and such plan will continue until you cancel (at any time without any Termination Fees) or the Company may cancel by providing you notice as required by law. Each new renewal period after your initial Term will be deemed a "Renewal Term".

9. **PHONE COMMUNICATION POLICY.** You will be asked by the Company to provide consent to the Company's Phone Communication Policy. Our policy is that if you provide your phone number, which may include your wireless number, the Company and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase and may be revoked at any time. 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.

10. **DISPUTE RESOLUTION AND MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS.** If you have billing questions or would like to make an inquiry about Company's terms of service, you may contact Company as indicated in Section 14. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with Company, or if you have any questions about rights and responsibilities, you may contact the Commission's Consumer Affairs Division at 1-800-852-3793.

Regardless of whether you choose to pursue your dispute with the Commission's Consumer Affairs Division, your right to pursue individual arbitration with the Company will not be impacted under this Agreement as set forth below.

You and the Company both agree to resolve Disputes (as defined below) only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. There is no judge or jury in arbitration, the procedures may be different, and is subject to very limited review by a court. An arbitrator, however, can award you the same damages and relief, and must honor the same terms in this Agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. In addition, you and the Company also both agree that:

(a) "Disputes" are any claims or controversies against each other related in any way to, or arising from the Company's services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your services with the Company have terminated. Disputes include any claims that: (a) you bring against the Company or any of its employees, agents, affiliates, or other representatives; (b) you bring against a third party that are based on, relate to, or arise from the Company's services, this Agreement or any related agreements; or (c) that the Company brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and the Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) Except as otherwise provided under Section 14(f) below, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the "FAA") applies exclusively to this agreement to arbitrate, and this agreement to arbitrate is intended to be broadly interpreted. The

arbitrator's decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(c) Unless we each agree otherwise, the arbitration will be conducted by a single neutral arbitrator and will take place in the county (or parish) of the Service Address.

(d) The arbitration will be conducted by: (a) a neutral third party arbitrator mutually agreed upon by you and the Company; or (b) the American Arbitration Association (the "AAA"). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement. Where the terms of this agreement to arbitrate conflict with the AAA Rules, the terms of this agreement to arbitrate shall override and govern. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address for the Company, which is 1055 Washington Blvd., Stamford, CT 06901. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for $10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Upon your request, and you supplying appropriate documentation, the Company will reimburse your administrative costs for the arbitration over and above the costs associated with filing a case in court. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. However, nothing in this paragraph will require or allow you or the Company to arbitrate on a class-wide, representative or consolidated basis. An arbitration award and any judgment confirming it apply exclusively to the specific case. The arbitration award and judgment cannot be used for any other case except to enforce the award itself.

You and the Company each agree that arbitration will only be pursued on an individual basis, and will not be pursued on a classwide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in court.

(f) You and the Company agree that notwithstanding this agreement to arbitrate, either party may bring qualifying claims in a small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of federal, state, or local government agencies (including the Commission's Consumer Affairs Division), and if the law allows, they can seek relief against the Company on your behalf.

(g) If for any reason a claim proceeds in court rather than through arbitration, you and the Company agree that there will not be a jury trial. You and the Company unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the services provided by the Company. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

11. **EMERGENCY**. In the event of an emergency such as a power failure, a downed power line, or a gas leak, you should call your Utility. If your Utility is PSNH, call 1-800-662-7764. You can also call your local emergency personnel at 911 if the emergency

warrants.

12. **LIMITATIONS OF LIABILITY AND WARRANTY**. NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU. IF YOU CAN SHOW A GOOD REASON (SUCH AS A LONG TRIP OR HOSPITAL STAY) KEPT YOU FROM INFORMING US, WE MAY EXTEND THE TIME PERIOD.

13. **FORCE MAJEURE**. Company will not be responsible for supplying Services to you in the event of circumstances beyond Company's control such as events of force majeure, as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

14. **CONTACTING COMPANY**. For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, to support@fairpointenergy.com, (ii) mail, to 1055 Washington Boulevard, 7th Floor, Stamford, CT 06901, or (iii) phone, at 1-866-842-1084.

15. **BILL ASSISTANCE PROGRAM**. Your Utility 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 Utility's Bill Assistance Program can be obtained by contracting your Utility at the number or address listed at the end of this Agreement. For a list of social service agencies offering bill assistance, please call FairPoint Energy or dial 211.

16. **INFORMATION DISCLOSURE LABEL**. The Information Disclosure Label contains information on the fuel mix and emissions characteristics associated with the electricity that Company provides to Customers. The Information Disclosure Label may be found on Company's website at https://fairpointenergy.com/assets/files/NewHampshire_Disclosure_label_2013.pdf. You agree that Company may make its required annual updates electronically on its website. Company will provide a printed copy of the Information Disclosure Label upon request.

17. **MISCELLANEOUS**.

a. *Use of Services.* You must notify Company if you generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Agency and Point of Sale.* (A) If you are receiving gas service, you hereby designate Company as your agent to: (i) arrange and administer contracts and service arrangements between you and your Utility, and between you and the interstate pipeline transporters of your gas (including capacity release, re-release, and recall arrangements); (ii) nominate and schedule with the interstate pipelines the transportation of your gas from the Sales Points to the Delivery Points, and with your Utility for the transportation of your gas from the Delivery Points to your premises; and (iii) aggregate your gas with the gas supplies of Company's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Company will schedule the delivery of a quantity of gas at the Sales Points necessary to meet your city gate requirements based on the consumption and other information that Company receives from your

Utility. Company, as your agent, will arrange for the transportation of gas from the Sales Points to the Delivery Points, and from the Delivery Points to your premises; and (B) if you are receiving electric service, you hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your Utility) for the delivery of electricity.

c. *Title; Risk of Loss.* You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service or gas service under this Agreement, you agree to pay such tax, as invoiced. For commercial customers only: (i) as between Company and you as a commercial customer, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Company incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated for you and (ii) as between Company and you, Company will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the natural gas and/ or electricity is delivered to the Sales Points; provided, however, that in no event shall Company's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement.

d. *Assignment.* You may not assign this Agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

e. *Change in Law/Third Party Charges.* The Agreement is subject to any future legislation, orders, rules, regulations or Utility tariff or policy changes. If there is a change in any law, rule or pricing structure, including but not limited to a change in Capacity charges in New England, that results in Company from being prevented, prohibited or frustrated from carrying out the terms of the Agreement, Company may terminate this Agreement, change your Rate or modify terms in this Agreement so that it complies with such law. In the event of a change in Capacity charges, or other similar third party charges that are not set by the Company and that materially impact pricing, the Company may pass through such charges. This provision applies to all rate plans, whether fixed, index or variable.

f. *Governing Law; Venue.* 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.

g. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

h. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

i. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All

prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

j. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides e-mail address or other way of communicating electronically. You have a duty to provide a correct, working email and update it accordingly; if you fail to do so, you could miss important notices.

k. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

DEFINITIONS

"*Agents*" means parties that need to know Customer Information in connection with Services and Company's affiliates and subcontractors.

"*Change in Usage*" means a change, or an anticipated or planned change, in the consumption of Services that materially exceeds your historical usage.

"*Credit Enhancements*" means cash escrow or deposit, establishing an ACH Debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness. 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.

"*Customer Information*" means account contact information, account number, meter number, billing history, payment history, historical and future electricity and gas usage, meter readings and characteristics of your electricity and gas service. It includes information obtained from the Utility as well as any information that you provide directly to Company or its Agents.

"*Default*" means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

"*Delivery Points*" means: (i) for gas transported by interstate pipelines, the city gate stations of your Utility, and (ii) for electricity, one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account or at your premises.

"*Enrollment Documentation*" means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to Customer in order to commence Services, and the Welcome Letter.

"*Fees*" means taxes, fees, assessments, government charges and charges levied by your Utility for transmission and distribution and other services, systems benefit charges, standard cost recovery charges, and taxes, fees and charges levied by Company or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

"*Purchased Quantities*" means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business.

"*Rate*" means Fixed Rate, Index Rate, or Variable Rate, as applicable.

"*Sales Points*" means: (i) for gas, a point or points located outside of the State of New Hampshire selected from time to time by Company to assure

service reliability, and (ii) for the electricity, a point or points on the NE-ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability.

"*Service*" or "*Services*" means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as you have selected to be provided to you by Company in your Enrollment Documentation. Not all services are available in all areas.

"*Usage Thresholds*" means if your usage of Services exceeds, for (i) electricity, peak demand greater than 75kW over any of the past twelve months, or (ii) gas, usage exceeds 10,000 ccfs per month or 90,000 ccfs per year or the equivalent therms.

Customer Contact Information
FairPoint Energy, LLC
1055 Washington Boulevard, 7th Floor
Stamford, CT 06901
Toll-Free 866-842-1084
Monday through Friday, 8:30am to 6:30pm ET
support@fairpointenergy.com
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, 8:30am to 4:30pm ET
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://ww.psnh.com/Contact-Us.aspx

RESIDENTIAL AND SMALL NON RESIDENTIAL STANDARD OFFER SERVICE CONSUMER INFORMATION ABOUT YOUR ELECTRICITY SUPPLY

Electricity suppliers in New Hampshire must, by New Hampshire law, provide fact sheets, or "uniform disclosure labels" from time to time to educate consumers about their electricity service. Your electricity is delivered by Public Service New Hampshire, but the electricity itself is supplied by:

FairPointEnergy

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

This fact sheet provides consumer information about the power sources and air emissions of service provided by this electricity supplier.

Power Sources

(2014 Projections†)

This supplier provided electricity with the following resources:

FUEL	FairPoint Energy Green* FUEL %	New England FUEL %
Biomass	1.70%	1.70%
Coal	5.61%	5.61%
Diesel	0.74%	0.74%
Hydroelectric/Hydropower	6.43%	6.43%
Jet	0.02%	0.02%
Landfill gas	0.49%	0.49%
Municipal solid waste	1.11%	1.11%
Natural Gas	39.59%	39.59%
Nuclear	32.30%	32.30%
Oil	5.88%	5.88%
Solar Photovoltaic	0.34%	0.34%
System Mix	0.60%	0.60%
Trash-to-energy	2.05%	2.05%
Wind	1.58%	1.58%
Wood	1.56%	1.56%

Air Emissions

(2014 Projections†)

This table compares air emissions from this supplier's electricity mix to average emission levels from all New England power sources

	Supplier's Mix (lbs/MWh)	New England Mix (lbs/MWh)
Carbon Dioxide (CO2)	1,417.49	1,417.49
Nitrogen Oxide (NOx)	0.69	0.69
Sulfur Dioxide (SO2)	0.68	0.68

Notes: lbs/MWh = pounds per Megawatt-hour

1 Megawatt-hour = 1,000 kilowatt-hours

Additional Information and Required Notes:

NOTES:

†FairPoint's 2013 Projections are based upon the actual ISO-NE data for power sources and air emissions from January 1, 2013 to December 31, 2013.

*FAIRPOINT ENERGY GREEN RENEWABLE ENERGY CONTENT— FairPoint purchases Renewable Energy Credits from wind sources, equivalent to 100% of the electricity load used by our customers. For more information on environmental impact, please visit fairpointenergy.com.

POWER SOURCES — New Hampshire law requires retail electricity providers to periodically provide information to their customers on the mix of power sources used by the provider to serve their New Hampshire customers' load.

EMISSIONS — Carbon Dioxide (CO2) is released when certain fuels are burned. It is considered a greenhouse gas and a major contributor to global warming. Nitrogen Oxides (NOx) form when certain fuels are burned at high temperatures. They are considered contributors to acid rain and ground-level ozone (or smog). Sulfur Dioxide (SO2) is formed when fuels containing sulfur are burned. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. The production of electricity can produce other harmful emissions and have other environmental impacts. Environmental impacts differ among individual power plants.

If you have questions or need further explanation, please call, FairPoint Energy at 1-866-842-1084 or the New Hampshire Public Utilities Commission, toll-free, at 1-800-852-3793. Additional information can also be found at http://www.puc.nh.gov/.

FairPointEnergy

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

ATTACHMENT 6

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

Unitil

Unitil Energy Systems, Inc.

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

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.

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: _____
Name: Michael Fallquist
Title: Chief executive Officer

VIRIDIAN ENERGY MD LLC

By: _____
Name: Michael Fallquist
Title: Chief executive Officer

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David T. Doot
Secretary

July 19, 2011

Viridian Energy, Inc.
Attn: Raphael Jacobs
64 North Main Street
Norwalk, CT 06854
rjacobs@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,

David T. Doot
Secretary

4239821E.1

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 Competitive Electric Power 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 7/26/2015 and expires 7/26/2016. 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.

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. 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 20th day of May 20 15.

FAIRPOINT ENERGY, LLC

By

Surety Company

Westchester Fire Insurance Company

By:

Bernadette Aleman, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On MAY 20 2015 before me, Edward C. Spector, 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 _____

Edward C. Spector, Notary Public

EDWARD C. SPECTOR
Commission # 2081674
Notary Public - California
Los Angeles County
My Comm. Expires Sep 24, 2018

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 in 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, Misty Wright, Nathan Varnold, Renato F Reyes, 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 2 day of January 2015.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 2 day of January, AD. 2015 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.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

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 MAY 20 2015

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 02, 2017.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.