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September 1, 2011

Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

DM 11-075

PNE Energy Supply LLC
Initial Registration to Become a Competitive Electric Power Supplier

Dear Ms. Howland:

Please find enclosed an amended Escrow Agreement in this matter.

Sincerely,

/s/ James T. Rodier

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DM 11-075

PNE Energy Supply LLC
Initial Registration to Become a Competitive Electric Power Supplier

ESCROW AGREEMENT

This Escrow Agreement is made as of 8/31/11, by and among:

- (1) PNE Energy Supply LLC (PNE); and
- (2) SOVEREIGN BANK ("Bank"),

all of whom collectively may be referred to hereafter as the "Parties".

WHEREAS:

- 1. PNE has filed an application with the New Hampshire Public Utilities Commission (NHPUC) seeking approval to operate as a Competitive Electricity Supplier ("CEP"); and
- 2. NHPUC rules require that a CEP must maintain an appropriate amount of financial security;
- 3. PNE will post \$ 100,000 (the "Escrow Amount") to cover its financial security obligation to the NHPUC;
- 4. The Escrow Amount may be subsequently increased pursuant to NHPUC rules. The Escrow Amount may be decreased only with the consent of the NHPUC..
- 5. PNE and the desire Bank to hold the Escrow Amount as specified in this Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual promises contained herein, and intending to be legally bound, the Parties hereto agree as follows:

**Article 1
Escrow Account**

- 1.1 PNE shall deposit the Escrow Amount with Bank by a wire transfer of immediately available funds. The deposit shall form the Escrow Account; the name of the Escrow Account shall reflect that it is for the benefit of the NHPUC. Upon receipt of the Escrow Amount, Bank shall notify the NHPUC that the Escrow Amount has been deposited with Bank.
- 1.2 PNE shall pay all fees, charges and costs to establish, maintain and close the Escrow Account with the Bank, including but not limited to, processing fees, transaction fees and maintenance fees. Bank will pay interest on balances in the Escrow Account at such rate as the Bank pays from time to time on demand deposits.

**Article 2
Payment of Escrowed Funds**

- 2.1 Bank shall pay the funds from the Escrow Account to the NHPUC upon notification by the NHPUC that there has been a failure by PNE to comply with the requirements or obligations that has resulted in an assessment against the financial security filed with the Commission.

**Article 5
Notices**

- 3.1 All notices entitled or required to be given under this Agreement shall be in writing and shall be sent by (a) United States certified mail, return receipt requested, postage paid or (b) commercial courier service guaranteeing next business day delivery and requiring receipt of delivery (such as Federal Express) to the following addresses:

If to Bank:

Contact Person:

JOHN FLEMING, SVP

Address:

SOVEREIGN BANK

154 MAIN STREET, GLOUCESTER, MA 01930

e-mail address:

JFLEMING@SOVEREIGNBANK.COM

Phone: 978-283-3134

Fax: 978-283-1152

If to PNE:

Contact Person: MARIANNE VETTER

Address: 816 ELM ST, SUITE 36A

MANCHESTER NH 03101

e-mail address: MARIANNE.VETTER@FELPOWER.COM

Phone: 603-625-2244

Fax: 603-625-8448

Article 7 Status of Bank

- 4.1 Bank shall act only as the holder of the Escrow Account and shall not have any fiduciary duty to PNE or NHPUC.

Article 8 Entire Agreement

- 5.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether written or oral. This Agreement may only be amended or modified by a written agreement signed by all of the Parties hereto.

Article 9 Governing Law

- 6.1 This Agreement shall be governed by and construed under the laws of the State of New Hampshire without giving effect to the law or principles of conflict of laws.

Article 10 Assignments

7.1 Parties may assign any or all of their obligations and rights under this Agreement with the other two Parties' prior written consent. Such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PNE Energy Supply, LLC
By [Signature]
Title MANAGING DIRECTOR

Bank
By [Signature]
Title SENIOR VICE PRESIDENT