

# **EXHIBIT 1**

## CUSTOMER NOTICE OF SERVICE PROVIDER CHANGE

[DATE]

Dear Customer,

PNE Energy Supply, LLC, your current electricity supplier, is pleased to announce that we have reached an agreement with FairPoint Energy LLC, in which FairPoint Energy will assume the duties of providing your electric power. This transfer is expected to occur at the beginning of your next billing cycle, but may take two billing cycles to occur. It is important to note that your current rates and contract length will not change as a result of this transaction. You will still receive your low rates on your monthly PSNH bill; however, the only difference is that now it will read "FairPoint Energy" on page 2 of your PSNH bill rather than "PNE Energy Supply."

This means that the service you currently receive from PNE Energy Supply will be provided by FairPoint Energy, and you will become a customer of FairPoint Energy, [www.fairpointenergy.com](http://www.fairpointenergy.com). A copy of the FairPoint Energy Terms and Conditions are attached for your review. You are not required to do anything to continue receiving the high-quality service and competitive rates that you have come to expect from PNE Energy Supply. PNE Energy Supply will work closely with FairPoint Energy to ensure a seamless transfer of service without interruption or inconvenience to you. Payments, and customer records, for services that were previously provided to PNE Energy Supply will be transferred to FairPoint Energy as well.

Specifically, please note the following:

- PNE Energy Supply will be transferring your electricity supply account to FairPoint Energy at the end of your current monthly billing cycle or as soon as the transfer can be processed by PSNH.
- This transfer between suppliers will occur at NO COST to you.
- Your current price plan and contract term will not change as a result of FairPoint Energy becoming your new electricity supplier.
- Under the FairPoint Energy terms and conditions you will no longer have any termination fees. If you are a fixed term customer your contract may be renewed at the end of the fixed term or you will roll to FairPoint Energy's variable rate plan unless you elect to cancel your contract.
- All billing and payment will continue to be done through PSNH.
- Resident Power will no longer be an aggregator for your account, but will cooperate with FairPoint Energy to assist in the transition between electricity suppliers.
- Your account will automatically be assigned to FairPoint Energy. You do not have to respond to this Notice. Your account will remain assigned to FairPoint Energy, unless

you contact and select another energy supplier or return to the default service provider (PSNH). If you select another supplier or return to PSNH within 30 days from receipt of this notice, there will be no cost to you to do so, even if the beginning of the next billing cycle (and therefore the change of provider) occurs beyond this 30 day period. Furthermore, under the FairPoint Energy Terms and Conditions there will be no early termination fees.

- Please note that the current PSNH default service rate is \$0.0954 per kwh. Your current PNE Energy Supply rate is lower than the PSNH default service rate, and, as noted above, your rate plan will not change as a result of the transfer to FairPoint Energy.
- The contact information for FairPoint Energy is:

FairPoint Energy, LLC  
1055 Washington Blvd.  
Stamford, CT 06901  
Phone: 866-842-1084  
Email: [support@fairpointenergy.com](mailto:support@fairpointenergy.com)  
[www.fairpointenergy.com](http://www.fairpointenergy.com)

Here at PNE Energy Supply it has been our pleasure to provide you with access to affordable electricity service, and we emphasize that you will be treated as a valued customer of FairPoint Energy. We recognize that you have a choice of energy providers. FairPoint Energy is committed to honoring your contract price and contract term with PNE Energy Supply and keeping you satisfied; thus we hope that you choose to remain a customer with FairPoint Energy and thereby continue the same affordable service that you have received from PNE Energy Supply.

Until the actual transfer date, PNE Energy Supply will continue to be responsible for addressing all customer service and billing issues. After the transfer date, you should refer your questions to FairPoint Energy for handling. We appreciate your understanding and support during this transition period. If you have any questions regarding this notice, our address and on-going toll-free customer contact number and address are as follows:

PNE Energy Supply, LLC d/b/a Power New England  
816 Elm Street Suite 364  
Manchester, NH 03101  
Phone: (877) 248-1478

Sincerely,

PNE Energy Supply, LLC d/b/a Power New England

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 create the terms of your agreement with FPE ("Agreement") and supersede any oral or written statements made in connection with the Agreement or your electricity supply other than for fixed price Power New England ("PNE") customers. Your fixed price term and price with PNE will not change.

### TERMS OF SERVICE:

<b>Term</b>	<ul style="list-style-type: none"> <li>For fixed price service, the "Initial Term" of your Agreement is the number of billing cycles set forth at time of enrollment with PNE, after which time your Agreement will continue month to month with a variable price until terminated by you or FPE in accordance with the terms of this Agreement.</li> <li>Under a variable term agreement with PNE, your electric supply service once transferred to FPE continues month to month until terminated by you or FPE in accordance with the terms of this Agreement.</li> </ul>
<b>Price</b>	<ul style="list-style-type: none"> <li>During the Initial Term of fixed price service, you will pay FPE the fixed price per kWh set forth at time of enrollment with PNE, after which time this Agreement will continue month to month at a variable price until terminated by you 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 your current PNE variable price. After the first month you will pay FPE's variable price for electricity supply service, specific to your account which can fluctuate on a month to month basis.. Your monthly price may be higher or lower than your EDC's price in any given month. 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>	<ul style="list-style-type: none"> <li>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.</li> </ul>
<b>Early Termination Fee</b>	<ul style="list-style-type: none"> <li><b>If you terminate this Agreement with FPE there are no termination fees.</b></li> </ul>
<b>Fixed Price Renewal</b>	<ul style="list-style-type: none"> <li>After the Initial Term or any Renewal Term you will receive a renewal notice in writing</li> </ul>

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## 1. Price:

- a. **Fixed Rate:** Under FPE's fixed price service, you will pay the fixed price set forth at time of enrollment with PNE for the Initial Term, after which this Agreement will continue month to month with FPE's 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. 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.
- b. **Variable Rate:** Your variable price for the first month of service will be the PNE variable rate. After the first month you will pay FPE's 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. 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.

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

- a. The fixed price Initial Term will be for the number of billing cycles set forth at time of enrollment with PNE starting on the first meter read date after your service was started with PNE and continuing through the last meter read date in the end month with FPE. If you do not agree to a Renewal Term with respect to FPE 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. 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.

## 3. 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.

## 4. Termination by Customer: If you elect to cancel or terminate your Agreement, there are no termination fees. . In order to cancel you must notify FPE in advance by email at support@fairpointenergy.com or in writing by mail at 1055 Washington Blvd., Seventh 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.

## 5. 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.

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*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.*

- 6. 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. If you relocate within your EDC's service territory, you may have the option of entering into a new electricity supply agreement with FPE.*
- 7. 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.*
- 8. 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.*
- 9. Dispute Procedures:** *If you have billing questions or would like to make an inquiry about FPE's terms of service, you may contact FPE by telephone at 1-866-842-1084, by email at support@fairpointenergy.com or by mail at 1055 Washington Blvd., Seventh 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 your best efforts to timely resolve the dispute. You have a right to file a complaint with the commission after attempted resolution with FPE.*
- 10. Emergency:** *In the event of an emergency, such as a power failure or a fallen power line, please call your EDC.*
- 11. 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,*

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*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.*

- 12. 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.*
- 13. Bill Assistance:** *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.*
- 14. 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.*
- 15. 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.*
- 16. 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*

Customer Initials \_\_\_\_\_

*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 click on "Register a Phone Number" in the left column of the webpage at [www.donotcall.gov](http://www.donotcall.gov).*

**17. 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 Blvd., Seventh 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>

Customer Initials \_\_\_\_\_

## **EXHIBIT 2**

**REDACTED**

STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION

DT 13-\_\_

**PNE Energy Supply LLC, d/b/a Power New England and  
FairPoint Energy, Llc**

**AFFIDAVIT OF HOWARD PLANTE**

The undersigned, Howard Plante, being first duly sworn, deposes and says as follows:

1. My name is Howard Plante and I am President of PNE Energy Supply LLC, d/b/a Power New England ("PNE").

[REDACTED]

**REDACTED**

[REDACTED]

[REDACTED]

[REDACTED]

I hereby swear or affirm that the information contained in this affidavit is true to the best of my knowledge.

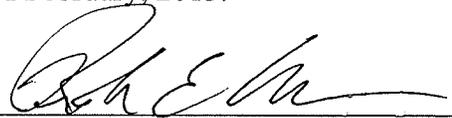
Dated this 7th day of February, 2013.



Howard Plante

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me this 7th day of February, 2013.



Notary Public/Justice of the Peace

My Commission Expires:

