

# Tab 11

## ACCOUNT PURCHASE AND SALE AGREEMENT

THIS ACCOUNT PURCHASE AND SALE AGREEMENT is made and entered into this 6th day of February, 2013 (the "Effective Date"), by and between PNE Energy Supply, LLC, a New Hampshire limited liability company, with a principal business address at 497 Hooksett Road, Suite 179 ("Seller"), Resident Power Natural Gas & Electric Solutions, LLC ("Resident Power"), and FairPoint Energy, LLC, a Nevada limited liability company, with a principal business address at 1055 Washington Blvd., Floor 7, Stamford, Connecticut 06901 ("Buyer"). For value received, and in consideration of the mutual promises contained in this Agreement, the parties agree to the following recitals, terms and conditions.

### **1. Recitals.**

(a) Seller is engaged in the business of supplying power to residential and small commercial electricity customers in New Hampshire and other states.

(b) Resident Power is engaged in the business of aggregating electricity to end use customers, including with respect to Seller's retail electricity supply business and the retail electricity supply businesses of other suppliers.

(c) Seller desires to sell, and Buyer desires to purchase, those Customer Accounts listed on **Schedule 1(c)** in accordance with the terms and conditions set forth in this Agreement. For purposes of this Agreement, "Customer Account" shall mean each residential and small commercial electricity customer account listed on **Schedule 1(c)**, and "Customer" shall mean each customer pursuant to a Customer Account.

(d) This Agreement supersedes in its entirety that certain Letter of Intent by and among Seller, Resident Power and Buyer dated January 30, 2013, as set forth in Section 16(i).

### **2. Transfer of Customer Accounts; Termination of Customer Aggregation Agreements.**

(a) At the Closing, Seller shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase, accept and assume from Seller, the Customer Accounts. Seller shall use commercially reasonable efforts to deliver to Buyer, and Buyer shall accept from Seller, copies of any and all records and documentation in the possession or control of Seller with respect to each Customer Account, whether maintained on hard copy, electronically or otherwise (including any and all records relating to confirmation of enrollment of Customer Accounts by: (1) an independent third-party telephone verification service provider; (2) receipt of a written confirmation received in the mail from the customer after the customer has received an information package confirming any telephone agreement; (3) a customer signature on a document fully explaining the nature and effect of the change in service; or (4) a customer's consent obtained through electronic means, including, but not limited to, a computer transaction), within ten (10) business days following Closing; in any case, copies of all such records and documentation in the possession or control of Seller shall be delivered to Buyer no later than thirty (30) calendar days after Closing, it being understood by the parties that Seller

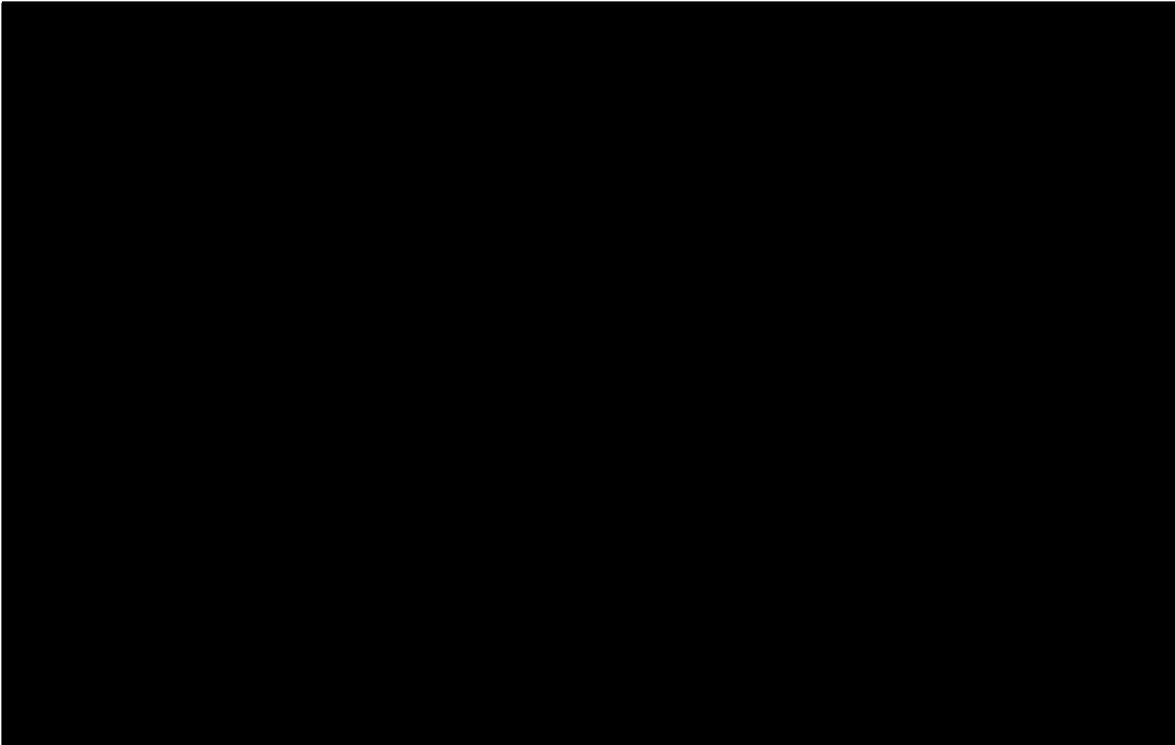
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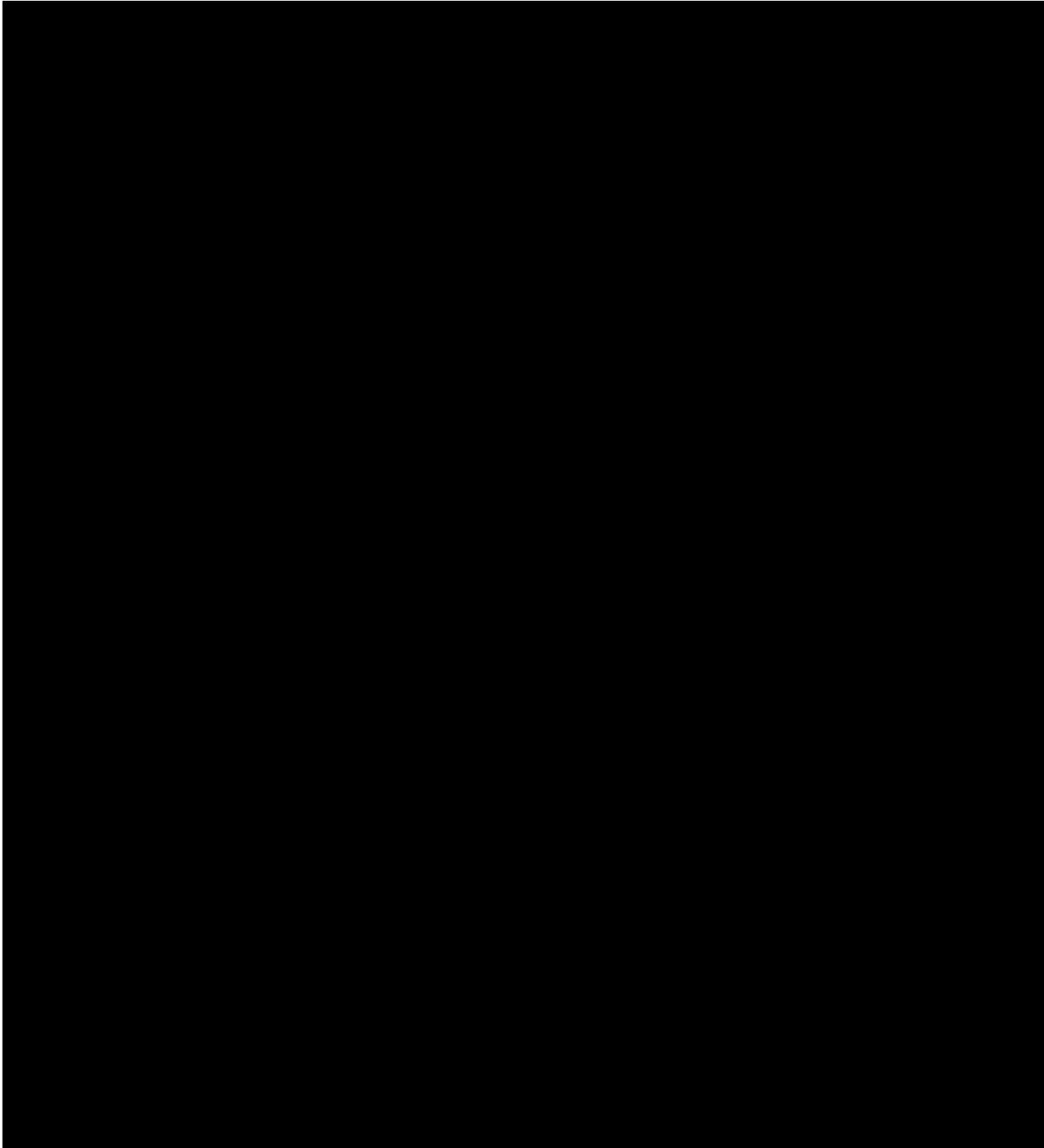
may not have in its possession or control (and thus may not deliver) confirmations with regard to each of the Customer Accounts.

(b) Resident Power shall use commercially reasonable efforts to deliver to Buyer, and Buyer shall accept from Resident Power, copies of all aggregation agreements entered into with Customers (such agreements, the "Customer Aggregation Agreements") within ten (10) business days following Closing; in any case, copies of all such records and documentation in the possession or control of Resident Power shall be delivered to Buyer no later than thirty (30) calendar days after Closing. All such Customer Aggregation Agreements shall be terminated as of the Closing Date for each such Customer. Notwithstanding anything to the contrary in this Agreement, Buyer shall have no rights or obligations arising pursuant to the Customer Aggregation Agreements on or after the Closing.

3. Liabilities. The Customer Accounts shall be sold and conveyed to Buyer at Closing free and clear of all liabilities, obligations, liens, security interests and encumbrances; notwithstanding the foregoing and anything to the contrary herein, at Closing each of Seller and Resident Power shall assign to Buyer, and Buyer shall assume, each and every obligation of Seller and Resident Power arising in connection with the Customer Accounts on or after the Closing, including without limitation the obligation of Seller to deliver electricity to each Customer Account on or after the Flow Date applicable to such Customer Account. Buyer shall in no event assume or be liable for any obligation not specifically assumed in this Agreement.

4. Consideration.





5. Closing. Upon the terms and subject to the conditions set forth in this Agreement, the closing of the sale and purchase contemplated by this Agreement shall take place on February 6, 2013 (the "Closing Date") at 10 AM, at the Manchester, NH offices of Sheehan Phinney Bass + Green PA or at such other time or at such other place as shall be mutually agreed upon by the parties.

6. Closing Documentation.

(a) Seller's Documents. At closing, Seller shall provide Buyer with the following:

(i) An executed counterpart of an Assignment and Assumption of Customer Accounts in the form attached to this Agreement as **Exhibit B** (the "Assignment and Assumption of Customer Accounts");

(ii) Fully executed Non-Solicitation Agreements executed by Seller, Bart Fromuth and August Fromuth substantially in the form attached hereto as **Exhibit A**; and

(iii) Limited liability company resolutions of Seller authorizing the transactions contemplated by this Agreement, accompanied by a certification of the Manager or other duly authorized person of Seller to the effect that such resolutions are in full force and effect and have not been amended, modified or rescinded, together with a good standing certificate from the New Hampshire Secretary of State.

(b) Resident Power's Documents. At closing, Resident Power shall provide Buyer with the following:

(i) A fully executed Non-Solicitation Agreement executed by Resident Power substantially in the form attached hereto as **Exhibit A**; and

(iii) Limited liability company resolutions of Resident Power authorizing the transaction contemplated by this Agreement, accompanied by a certification of the Manager or other duly authorized person of Resident Power to the effect that such resolutions are in full force and effect and have not been amended, modified or rescinded, together with a good standing certificate from the New Hampshire Secretary of State.

(c) Further Assurances. From time to time after the Closing Date, at Buyer's request, and without further consideration, Seller and Resident Power shall execute and deliver such other instruments of conveyance and transfer and take such other actions as Buyer may reasonably request in order to more effectively convey, transfer, assign or deliver the Customer Accounts to Buyer. Upon request, and as part of such further assurances, Seller and Resident Power shall use commercially reasonable efforts to take such actions, during the seventy-five day post-closing period referenced in Section 4(a) above, that promote the transfer to Buyer of the Customer Accounts as set forth in this Agreement, including but not limited to the provision of notifications by Resident Power to the Customer Accounts following distribution of Buyer's Press Release (see Section 14 below) of the impending transfer of accounts and anticipated issuance of notice of same by Seller, and the termination of Customers Aggregation Agreement with Resident Power. Any notices from Seller or Resident Power to Customers pursuant to this section shall be subject to the prior review and approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed.

(d) Buyer's Documents. At closing, Buyer shall deliver or cause to be delivered to Seller the following:

(i) An executed counterpart of the Assignment and Assumption of Customer Accounts; and;

(ii) Limited liability company resolutions of Buyer authorizing the transaction contemplated by this Agreement, accompanied by a certification of the Manager of Buyer to the effect that such resolutions are in full force and effect and have not been amended, modified or rescinded, together with good standing certificates for Buyer from the Nevada and New Hampshire Secretaries of State.

**7. Transition of Customer Accounts.**

(a) Account Transfer File. On the Closing Date, Seller will transfer to Buyer an electronic file of the list of Customer Accounts (the "Account Transfer File"), which may be provided in Excel format, which shall include customer enrollment data reasonably necessary for a successful enrollment of each Customer with Buyer, including without limitation the following information: Customer name, service address, mailing address, Ldc account number, contact name, contact phone number, rate and whether it is fixed/variable, rate code, and meter reading cycle (with regard to the meter reading cycle, if Seller is unable to provide as of Closing, then such information shall be provided as soon as possible thereafter). Buyer shall promptly load the Account Transfer File into its Electronic Data Interface ("EDI") systems with the applicable electric distribution company (each, a "Distribution Company") such that each Customer Account will be transferred to Buyer's service on that Distribution Company's system immediately after each such Customer Account's electric meter is read by the applicable Distribution Company on each such Customer Account's next regularly scheduled meter read date (such date that Buyer commences supplying electricity to the Customer Accounts is the "Flow Date" for each such Customer Account).

(b) Customer Account Notification. As quickly as reasonably possible following the Closing, but no later than seven (7) calendar days thereafter, Seller and Buyer shall, at Buyer's sole cost and expense, jointly notify each of the Customers of the purchase of their Customer Account by Buyer and the assumption by Buyer of Seller's delivery obligations arising in connection therewith. The form and content of the notification shall be as set forth in **Exhibit C** hereto.

(c) Obligations During Transition. With respect to each Customer Account, during the period of time between the Closing Date and such Customer Account's Flow Date (the "Transition Period"), Seller will supply electricity to such Customer Account and will not, without the prior written approval of Buyer, change the pricing structure or methodology for such Customer Account. Seller will pay all direct electricity costs, ancillary costs, REC costs and any other cost or expense related to electricity supplied to each Customer Account during the Transition Period. Seller will collect and be entitled to retain payments from the applicable Distribution Company for electricity used by each Customer Account during the applicable Transition Period. Under no circumstances shall Buyer be liable for any brokerage commissions arising from payments received by Seller from the applicable Distribution Company on account of usage by each Customer Account during the applicable Transition Period.

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(d) Obligations After Transition. Buyer will supply electricity to each Customer Account and pay for electricity supplied to each Customer Account on and after the applicable Flow Date. Buyer will collect and be entitled to retain payments from the applicable Distribution Company for electricity used by each Customer Account on and after the applicable Flow Date.

(f) Transfer Delays. Notwithstanding the foregoing, Seller, Resident Power and Buyer each acknowledge that, due to circumstances beyond their control and despite Buyer's best efforts, any particular Customer Account may not be transferred to Buyer's service on that Customer Account's first meter read date following the Closing Date, in which event Seller and Resident Power shall use commercially reasonable efforts to assist Buyer to effectuate such transfer at that Customer Account's next meter read date, or earlier if practicable.

**8. Warranties and Representations.**

(a) Seller. Seller represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, that:

(i) Seller is a limited liability company duly organized and in good standing under the laws of the state of New Hampshire, with all requisite power and authority to carry on its business as it is presently conducted.

(ii) August G. Fromuth is the sole member of Seller.

(iii) Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

(iv) The transactions contemplated by this Agreement have been duly authorized by appropriate limited liability company action by Seller and, upon execution and delivery, this Agreement shall be a valid and binding obligation of Seller.

(v) Neither the execution and delivery by Seller of this Agreement nor the performance by Seller of the transactions contemplated herein will be contrary to or violate, breach, or constitute a default under, or permit the termination or acceleration of maturity of, or result in the imposition of any lien, claim or encumbrance upon any Customer Account pursuant to any provision of, any note, bond, indenture, mortgage, deed of trust, evidence of indebtedness or lease agreement, other agreement or instrument or any judgment, order, injunction or decree by which Seller is bound, to which Seller is a party, or to which the assets of Seller are subject; nor is the effectiveness or enforceability of this Agreement or such other documents adversely affected by any provision of the articles of organization or operating agreement of Seller.

(vi) Seller has all necessary licenses and permits to carry on its business, and Seller's business is being operated in material compliance with all applicable laws, ordinances and regulations the violation of which would have a material adverse effect on the value of the Customer Accounts.

- Seller:
- (vii) Except as set forth on Schedule 8(a)(vii), to the knowledge of
1. there are no legal actions, suits, arbitrations, or other legal, administrative, regulatory or other proceedings or investigations pending or credibly threatened against Seller with respect to any of the Customer Accounts, and Seller is not aware of any fact which may be reasonably expected to result in any such action, suit, arbitration or other proceeding or investigation;
  2. has not received any written or verbal complaints from customers which would materially affect the value of the Customer Accounts;
  3. With regard to the Customer Accounts, Seller is not in default with respect to any currently effective judgment, order, writ, injunction, decree, demand or assessment issued of which it is aware by any court or of any federal, state, municipal or other governmental agency, board, commission, bureau, instrumentality or department.
- (viii) As of the Effective Date and the Closing Date, Seller is the owner of the Customer Accounts, and has title to the Customer Accounts free and clear of all debts, encumbrances, restrictions and liens of every kind, except to the extent explicitly noted herein.
- (ix) Seller has not entered into any other binding contract for the sale of the Customer Accounts.
- (x) Seller is not in default in connection with any performance obligations relating to any Customer Account. As of the Closing Date, all Customer Accounts will be in full force and effect, valid and enforceable in accordance with their respective terms, except to the extent explicitly noted herein. There are no existing defaults of Seller under any performance obligations relating to any Customer Account or events of default that, with the giving of notice, would constitute defaults of Seller of its performance obligations relating to any Customer Accounts. No Customer is more than sixty (60) days past due in payment in relation to any Customer Account; Seller has no knowledge of any other material Customer defaults under the Customer Accounts.
- (xi) Seller has complied, and through the Closing and each applicable Flow Date will continue to comply, in all material respects with federal, state and local laws, rules and regulations applicable to the Customer Accounts.
- (xii) Neither Seller nor Resident Power hold any Customer deposits or pre-payments with regard to the Customer Accounts.
- (xiii) There are no "cash back" or incentive payments due on any of the Customer Accounts.

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(xiv) Copies of the current terms and conditions applicable with respect to the Customer Accounts are attached as Schedule 8(a)(xiv) (the "Customer Terms and Conditions"). Each Customer Account is subject to terms and conditions substantially similar to the Customer Terms and Conditions. In particular, and without limiting the generality of the foregoing, each of the Customer Accounts is fully assignable.

(xv) Seller shall use commercially reasonable efforts to (a) cause to be fulfilled and satisfied all of the conditions to the Closing which are the responsibility of Seller; and (b) cause to be performed all of the matters required upon the Closing which are the responsibility of Seller.

(xvi) To the knowledge of Seller, no representation or warranty by Seller in this Agreement contains any untrue statement of a material fact.

(b) Resident Power. Resident Power represents and warrants to Buyer as follows, as of the Effective Date and as of the Closing Date, that:

(i) Resident Power is a limited liability company duly organized and in good standing under the laws of the state of New Hampshire, with all requisite power and authority to carry on its business as it is presently conducted.

(ii) Resident Power has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

(iii) The transactions contemplated by this Agreement have been duly authorized by appropriate limited liability company action by Resident Power and, upon execution and delivery, this Agreement shall be a valid and binding obligation of Resident Power.

(iv) Neither the execution and delivery by Resident Power of this Agreement nor the performance by Resident Power of the transactions contemplated herein will be contrary to or violate, breach, or constitute a default under, or permit the termination or acceleration of maturity of, or result in the imposition of any lien, claim or encumbrance upon any Customer Account pursuant to any provision of, any note, bond, indenture, mortgage, deed of trust, evidence of indebtedness or lease agreement, other agreement or instrument or any judgment, order, injunction or decree by which Resident Power is bound, to which Resident Power is a party, or to which the assets of Resident Power are subject; nor is the effectiveness or enforceability of this Agreement or such other documents adversely affected by any provision of the articles of organization or operating agreement of Resident Power.

(v) Resident Power has all necessary licenses and permits to carry on its business, and Resident Power's business is being operated in material compliance with all applicable laws, ordinances and regulations the violation of which would have a material adverse effect on the value of the Customer Accounts.

(vi) Except as set forth on Schedule 8(b)(vi), to the knowledge of Resident Power:

*Execution Copy*

1. there are no legal actions, suits, arbitrations, or other legal, administrative, regulatory or other proceedings or investigations pending or credibly threatened against Resident Power with respect to any of the Customer Accounts, and Resident Power is not aware of any fact which might be reasonably expected to result in any such action, suit, arbitration or other proceeding or investigation; and

2. With regard to the Customer Accounts, Resident Power is not in default with respect to any currently effective judgment, order, writ, injunction, decree, demand or assessment issued of which it is aware by any court or of any federal, state, municipal or other governmental agency, board, commission, bureau, instrumentality or department.

(c) Seller and Resident Power Representations and Warranties.

1. Any reference in this Agreement to the "knowledge" of Seller or Resident Power shall refer solely to the actual knowledge of Augustus Fromuth, Bartholomew Fromuth and Marianne Vetter as of the date in question.

2. All of the foregoing warranties and representations of Seller and Resident Power shall survive until the date that is six (6) months following the Closing Date.

3. NEITHER SELLER NOR RESIDENT POWER IS MAKING ANY REPRESENTATION OR WARRANTY EXCEPT FOR THOSE EXPLICITLY SET FORTH IN THIS SECTION 8, AND EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT OTHERWISE THE CUSTOMER ACCOUNTS ARE BEING SOLD AND TRANSFERRED "AS IS, WHERE IS." SELLER AND RESIDENT POWER ARE NOT MAKING ANY OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE CUSTOMER ACCOUNTS AND/OR ANY OTHER ASSETS TRANSFERRED HEREBY.

(d) Buyer. Buyer represents and warrants to each of Seller and Resident Power as follows, as of the Effective Date and as of the Closing Date:

(i) Buyer is a limited liability company duly organized and in good standing under the laws of the state of Nevada and is registered to do business in the State of New Hampshire, with all requisite power and authority to carry on its business as it is presently conducted.

(ii) Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

*Execution Copy*

(iii) The transactions contemplated by this Agreement have been duly authorized by an appropriate limited liability company action and, upon the execution and delivery of this Agreement, it shall be a valid and binding obligation of the Buyer.

(iv) Neither the execution and delivery by Buyer of this Agreement nor the performance by Buyer of the transactions contemplated herein will, with or without the giving of notice or passage of time, or both, be contrary to or violate, breach, or constitute a default under, or permit the termination or acceleration of maturity of, any note, bond, indenture, mortgage, deed of trust, evidence of indebtedness or lease agreement, other agreement or instrument or any judgment, order, injunction or decree by which Buyer is bound, to which Buyer is a party, or to which the assets of Seller is subject; nor is the effectiveness or enforceability of this Agreement or such other documents adversely affected by any provision of the articles of organization or operating agreement of Buyer.

(v) Solvency of Buyer. Buyer is able to make, and has made, payment when due of all obligations arising in the ordinary course of business and has the ability to provide for payment of all other obligations, including, without limitation, the obligations set forth in this Agreement.

9. Expenses of Sale. Each Party agrees to bear its own legal, accounting and other expenses in connection with the preparation and consummation of this Agreement.

10. [Intentionally omitted.]

11. Inspection. Each party hereto acknowledges and agrees that prior to the date hereof each party has given the other parties and their management personnel, legal counsel, accountants, and technical and financial advisors, full access and opportunity to inspect, investigate and audit (a) the books, records, contracts, other documents and computerized records and data files of Seller as they relate to the Customer Accounts, and (b) the books, records, contracts, and other documents of Resident Power as they relate to the Customer Accounts and the Customer Aggregation Agreements.

12. Conditions Precedent. The parties' obligations pursuant to this Agreement are subject to the satisfaction of the following conditions on or before the Closing Date (the "Conditions Precedent"):

(a) Buyer's Obligations. Buyer's obligations pursuant to this Agreement are subject to the satisfaction of the following conditions on or before the Closing Date:

(i). Representations and Warranties. All representations and warranties of Seller or Resident Power contained in this Agreement shall be true and correct in all material respects at and as of the Closing, and Seller and Resident Power shall have performed and satisfied in all material respects all agreements and covenants required by this Agreement to be performed and satisfied by them at or prior to the Closing.

(ii) Absence of Material Litigation. There must be no pending or threatened material claims or litigation involving the Customer Accounts or Seller's or Resident Power's ability to convey the Customer Accounts not disclosed herein.

(b) Seller's and Resident Power's Obligations. Seller's and Resident Power's obligations pursuant to this Agreement are subject to the satisfaction of the following conditions on or before the Closing Date:

(i) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing, and

(ii) Performance of Agreements. Buyer shall have performed and satisfied in all material respects all agreements and covenants required by this Agreement to be performed and satisfied by Buyer at or prior to the Closing.

13. [Intentionally omitted]

14. Confidentiality and Communications.

(a) Confidentiality. The parties have previously entered into a Confidentiality and Nondisclosure Agreement dated as of January 28, 2013 in connection with the transaction contemplated by this Agreement, and agree that the terms of such Confidentiality Agreements shall control their confidentiality obligations in connection herewith, and that the provisions of the Confidentiality Agreements shall survive the termination of this Agreement.

(b) Public Disclosure.

1. Prior to the issuance of a press release by any party, all parties hereto shall agree on the terms of a joint press release, to be issued by Buyer, announcing the transfer of Customer Accounts from Seller to Buyer contemplated by this Agreement ("Buyer's Press Release"), which shall be issued no later than three (3) business days after the Closing. No party will make any public disclosure or issue any other press releases pertaining to the existence of this Agreement or to the proposed transactions between the parties prior to the issuance of the Buyer's Press Release without having first obtained the written consent of the other parties, except for communications with employees, customers, suppliers, the local electric distribution companies, brokers, governmental agencies, and other groups as may be legally required or necessary or appropriate (i.e., any securities filings or notices) to the consummation of the transactions contemplated herein, and which are not inconsistent with the prompt consummation of the transactions contemplated in this Agreement.

2. After issuance of Buyer's Press Release, the parties may make such commercially reasonable statements to the media and other third parties about the transaction, including the transfer of Customer Accounts from Seller to Buyer, as deemed necessary and prudent by Seller, Resident Power, and Buyer, separately and independently, provided no such

statement reveals or discusses the specific financial terms of this Agreement or individual Customer Accounts, except for communications with employees, customers, suppliers, the local electric distribution companies, brokers, governmental agencies, and other groups as may be legally required or necessary or appropriate (i.e., any securities filings or notices) to the consummation of the transactions contemplated herein, and which are not inconsistent with the prompt consummation of the transactions contemplated in this Agreement. Notwithstanding the foregoing, Buyer may disclose the terms of the transaction contemplated by this Agreement in connection with the any potential sale of Buyer's business, provided that the third party to whom such disclosure is contemplated shall first execute a confidentiality agreement with terms and conditions at least as stringent as those contained in the Confidentiality Agreement.

**15. Indemnification.**

(a) By Seller. Seller shall indemnify, defend and hold harmless Buyer from and against any costs, expenses, judgments, fines, penalties, losses, claims, liabilities, obligations or damages (collectively, "Damages") to the extent they are the result of, or arise out of, any breach of any representation, warranty or covenant made by Seller in this Agreement.

(b) By Resident Power. Resident Power shall indemnify, defend and hold harmless Buyer from and against any Damages to the extent they are the result of, or arise out of, any breach of any representation, warranty or covenant made by Resident Power in this Agreement.

(c) By Buyer. Buyer shall indemnify, defend and hold harmless each of Seller and Resident Power from and against (i) any Damages to the extent they are the result of, or arise out of, any breach of any representation, warranty or covenant made by Buyer in this Agreement, and (ii) any liabilities or obligations arising out of, or relating to, Buyer's performance or failure to perform its obligations to Customers, including its power delivery obligations, following the Closing Date.

(d) The aggregate liability of Seller and Resident Power pursuant to this Article 15 shall be limited to the aggregate Payment Price actually paid to Seller and Resident Power pursuant to this Agreement. This Article 15 shall be the exclusive remedy for Buyer for the matters covered hereby, provided however that nothing herein shall relieve any party for liability for fraud or intentional wrongdoing.

**16. Miscellaneous Provisions.**

(a) Notices. All notices, demands or other communications required to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the parties at the addresses set forth above, and shall be deemed given three business days after mailing. Any party may, by written notice to the other party, change the place to which all further notices to such party shall be sent.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective heirs, representatives, administrators, successors and assigns.

(c) Interpretation: Governing Law: Venue. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of New Hampshire without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any state other than the State of New Hampshire. Venue of any legal proceeding related to this Agreement shall exclusively be brought in the state or Federal courts located in the City of Concord, NH. The paragraph headings have been used solely for convenience, and are not intended to describe, interpret, define or limit the scope of this Agreement.

(d) Severability. If any term or provision of this Agreement is deemed invalid, such invalidity shall not affect or invalidate the remainder of this Agreement.

(e) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or electronic means, including PDF copies), each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same instrument.

(f) Assignability. Buyer may freely assign its rights and obligations pursuant to this Agreement to any person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the person in question; provided, however, that no such assignment shall release Buyer from any of its obligations arising hereunder. Seller may not assign its rights under this Agreement to any other person or entity without the prior written consent of Buyer.

(g) No Brokers. Each party represents and warrants that it has dealt with no broker or finder in connection with this Agreement and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with the consummation of the transactions contemplated by this Agreement.

(h) Time of Essence. The parties hereto agree that time is of the essence of this Agreement.

(i) Entire Agreement. This Agreement, and the attached Schedules and Exhibits, constitute the entire and sole agreement of the parties and supersede and replace any previous verbal or written agreements that the parties may have made. Any modification or amendment of this Agreement must be in writing and signed all parties to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGES]

*Execution Copy*

The parties have executed this Agreement on the date first written above.

**BUYER:**

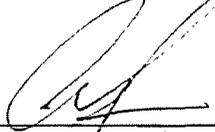
**FAIRPOINT ENERGY, LLC**

By:   
Name: Roop Bhullar  
Title: CFO

*Execution Copy*

**RESIDENT POWER:**

**RESIDENT POWER NATURAL GAS  
AND ELECTRIC SOLUTIONS, LLC**

By:   
Name: *Dan Fromm*  
Title: *Managing Director*

**SELLER:**

**PNE ENERGY SUPPLY LLC**

By:   
Name: *AUGUST G. FROMM*  
Title: *CEO*

## NON-SOLICITATION AGREEMENT

THIS NON-SOLICITATION AGREEMENT is made and entered into this 6th day of February, 2013 (the "Effective Date"), by and between Resident Power Natural Gas & Electric Solutions, LLC ("Resident Power"), a New Hampshire limited liability company, with a principal business address at 497 Hooksett Road, Suite 179 ("Resident Power"), and FairPoint Energy, LLC, a Nevada limited liability company, with a principal business address at 1055 Washington Blvd., Floor 7, Stamford, Connecticut 06901 ("Company"). For value received, and in consideration of the mutual promises contained in this Agreement, the parties agree to the following recitals, terms and conditions. Capitalized terms used but not defined herein have the meanings assigned to them in the Account Purchase and Sale Agreement ("Account P&S") made between the parties with an Effective Date as of February 6, 2013.

### 1. Recitals.

(a) Resident Power is engaged in the business of supplying power to residential and small commercial electricity customers in New Hampshire and other states.

(b) As consideration for Company to execute the AP&S Agreement, Resident Power has agreed not to solicit the Customers and those Customer Accounts listed on Schedule 1(c) of the AP&S Agreement in accordance with the terms and conditions set forth in this Agreement.

### 2. Non-Solicitation.

(a) In order to provide Company with the full benefit of the Customer Accounts, Resident Power will not, directly or indirectly ("indirectly", having the meaning that Resident Power will not use indirect means to do what it is prohibited to do directly) solicit any Customer Accounts for two (2) years following the applicable Flow Date, *provided, however* that nothing herein shall be deemed to prohibit any general solicitations for customers not specifically directed at any Customer Account, including general advertising on television, radio, in print and electronic media, on social media, and as part of direct mail campaigns not specifically targeting Customers. In addition, for the avoidance of doubt, Resident Power is not prohibited from maintaining its active social media websites and campaigns; this activity would fall under the general solicitation category.

### 3. Miscellaneous Provisions.

(a) Notices. All notices, demands or other communications required to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the parties at the addresses set forth above, and shall be deemed given three business days after mailing. Any party may, by written notice to the other party, change the place to which all further notices to such party shall be sent.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective heirs, representatives, administrators, successors and assigns.

(c) Interpretation; Governing Law; Venue. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of New Hampshire without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any state other than the State of New Hampshire. Venue of any legal proceeding related to this Agreement shall exclusively be brought in the state or Federal courts located in ~~Boston, Massachusetts~~ <sup>Concord, NH</sup>. The paragraph headings have been used solely for convenience, and are not intended to describe, interpret, define or limit the scope of this Agreement.

(d) Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Massachusetts or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Unfair Business Practices and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

(e) Severability. If any term or provision of this Agreement is deemed invalid, such invalidity shall not affect or invalidate the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or electronic means, including PDF copies), each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same instrument.

(g) Assignability. Buyer may freely assign its rights and obligations pursuant to this Agreement to any person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the person in question; provided, however, that no such assignment shall release Buyer from any of its obligations arising hereunder. Seller may not assign its rights under this Agreement to any other person or entity without the prior written consent of Buyer.

(h) No Brokers. Each party represents and warrants that it has dealt with no broker or finder in connection with this Agreement and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with the consummation of the transactions contemplated by this Agreement.

(i) Time of Essence. The parties hereto agree that time is of the essence of this Agreement.

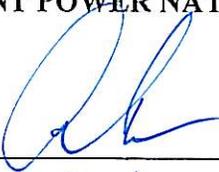
(j) Entire Agreement. This Agreement, and the attached Schedules and Exhibits, constitute the entire and sole agreement of the parties and supersede and replace any previous verbal or written agreements that the parties may have made. Any modification or amendment of this Agreement must be in writing and signed all parties to this Agreement.

The parties have executed this Agreement on the date first written above.

**FAIRPOINT ENERGY, LLC**

By:   
Name: Roop Bhullar  
Title: CEO

**RESIDENT POWER NATURAL GAS & ELECTRIC SOLUTIONS LLC**

By:   
Name: Bast Fromm  
Title: Managing Director

## NON-SOLICITATION AGREEMENT

THIS NON-SOLICITATION AGREEMENT is made and entered into this 6th day of February, 2013 (the "Effective Date"), by and between August G. Fromuth, an individual with an address at 816 Elm St Manchester NH 03101 ("Fromuth"), and FairPoint Energy, LLC, a Nevada limited liability company, with a principal business address at 1055 Washington Blvd., Floor 7, Stamford, Connecticut 06901 ("Company"). For value received, and in consideration of the mutual promises contained in this Agreement, the parties agree to the following recitals, terms and conditions. Capitalized terms used but not defined herein have the meanings assigned to them in the Account Purchase and Sale Agreement ("Account P&S") made between the parties with an Effective Date as of February 6, 2013.

### 1. Recitals.

(a) Fromuth is engaged in the business of supplying power to residential and small commercial electricity customers in New Hampshire and other states.

(b) As consideration for Company to execute the AP&S Agreement, Fromuth has agreed not to solicit the Customers and those Customer Accounts listed on Schedule 1(c) of the AP&S Agreement in accordance with the terms and conditions set forth in this Agreement.

### 2. Non-Solicitation.

(a) In order to provide Company with the full benefit of the Customer Accounts, Fromuth will not, directly or indirectly ("indirectly", having the meaning that Fromuth will not use indirect means to do what it is prohibited to do directly) solicit any Customer Accounts for two (2) years following the applicable Flow Date, *provided, however* that nothing herein shall be deemed to prohibit any general solicitations for customers not specifically directed at any Customer Account, including general advertising on television, radio, in print and electronic media, on social media, and as part of direct mail campaigns not specifically targeting Customers. In addition, for the avoidance of doubt, Fromuth is not prohibited from maintaining its active social media websites and campaigns; this activity would fall under the general solicitation category.

### 3. Miscellaneous Provisions.

(a) Notices. All notices, demands or other communications required to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the parties at the addresses set forth above, and shall be deemed given three business days after mailing. Any party may, by written notice to the other party, change the place to which all further notices to such party shall be sent.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective heirs, representatives, administrators, successors and assigns.

(c) Interpretation; Governing Law; Venue. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of New Hampshire without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any state other than the State of New Hampshire. Venue of any legal proceeding related to this Agreement shall exclusively be brought in the state or Federal courts located in ~~Boston, Massachusetts~~. The paragraph headings have been used solely for convenience, and are not intended to describe, interpret, define or limit the scope of this Agreement.

  
Concord, NH

(d) Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Massachusetts or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Unfair Business Practices and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

(e) Severability. If any term or provision of this Agreement is deemed invalid, such invalidity shall not affect or invalidate the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or electronic means, including PDF copies), each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same instrument.

(g) Assignability. Buyer may freely assign its rights and obligations pursuant to this Agreement to any person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the person in question; provided, however, that no such assignment shall release Buyer from any of its obligations arising hereunder. Seller may not assign its rights under this Agreement to any other person or entity without the prior written consent of Buyer.

(h) No Brokers. Each party represents and warrants that it has dealt with no broker or finder in connection with this Agreement and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with the consummation of the transactions contemplated by this Agreement.

(i) Time of Essence. The parties hereto agree that time is of the essence of this Agreement.

(j) Entire Agreement. This Agreement, and the attached Schedules and Exhibits, constitute the entire and sole agreement of the parties and supersede and replace any previous verbal or written agreements that the parties may have made. Any modification or amendment of this Agreement must be in writing and signed all parties to this Agreement.

The parties have executed this Agreement on the date first written above.

**FAIRPOINT ENERGY, LLC**

By:   
Name: Roop Bhullar  
Title: CTO

  
**AUGUST G. FROMUTH**

## NON-SOLICITATION AGREEMENT

THIS NON-SOLICITATION AGREEMENT is made and entered into this 6th day of February, 2013 (the "Effective Date"), by and between PNE Energy Supply, LLC, a New Hampshire limited liability company, with a principal business address at 497 Hooksett Road, Suite 179 ("PNE"), and FairPoint Energy, LLC, a Nevada limited liability company, with a principal business address at 1055 Washington Blvd., Floor 7, Stamford, Connecticut 06901 ("Company"). For value received, and in consideration of the mutual promises contained in this Agreement, the parties agree to the following recitals, terms and conditions. Capitalized terms used but not defined herein have the meanings assigned to them in the Account Purchase and Sale Agreement ("Account P&S") made between the parties with an Effective Date as of February 6, 2013.

### 1. Recitals.

(a) PNE is engaged in the business of supplying power to residential and small commercial electricity customers in New Hampshire and other states.

(b) As consideration for Company to execute the AP&S Agreement, PNE has agreed not to solicit the Customers and those Customer Accounts listed on Schedule 1(c) of the AP&S Agreement in accordance with the terms and conditions set forth in this Agreement.

### 2. Non-Solicitation.

(a) In order to provide Company with the full benefit of the Customer Accounts, PNE will not, directly or indirectly ("indirectly", having the meaning that PNE will not use indirect means to do what it is prohibited to do directly) solicit any Customer Accounts for two (2) years following the applicable Flow Date, *provided, however* that nothing herein shall be deemed to prohibit any general solicitations for customers not specifically directed at any Customer Account, including general advertising on television, radio, in print and electronic media, on social media, and as part of direct mail campaigns not specifically targeting Customers. In addition, for the avoidance of doubt, PNE is not prohibited from maintaining its active social media websites and campaigns; this activity would fall under the general solicitation category.

### 3. Miscellaneous Provisions.

(a) Notices. All notices, demands or other communications required to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the parties at the addresses set forth above, and shall be deemed given three business days after mailing. Any party may, by written notice to the other party, change the place to which all further notices to such party shall be sent.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective heirs, representatives, administrators, successors and assigns.

(c) Interpretation: Governing Law; Venue. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of New Hampshire without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any state other than the State of New Hampshire. Venue of any legal proceeding related to this Agreement shall exclusively be brought in the state or Federal courts located in ~~Boston, Massachusetts~~ <sup>Concord NH</sup>. The paragraph headings have been used solely for convenience, and are not intended to describe, interpret, define or limit the scope of this Agreement.

(d) Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Massachusetts or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Unfair Business Practices and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

(e) Severability. If any term or provision of this Agreement is deemed invalid, such invalidity shall not affect or invalidate the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or electronic means, including PDF copies), each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same instrument.

(g) Assignability. Buyer may freely assign its rights and obligations pursuant to this Agreement to any person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the person in question; provided, however, that no such assignment shall release Buyer from any of its obligations arising hereunder. Seller may not assign its rights under this Agreement to any other person or entity without the prior written consent of Buyer.

(h) No Brokers. Each party represents and warrants that it has dealt with no broker or finder in connection with this Agreement and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with the consummation of the transactions contemplated by this Agreement.

(i) Time of Essence. The parties hereto agree that time is of the essence of this Agreement.

(j) Entire Agreement. This Agreement, and the attached Schedules and Exhibits, constitute the entire and sole agreement of the parties and supersede and replace any previous verbal or written agreements that the parties may have made. Any modification or amendment of this Agreement must be in writing and signed all parties to this Agreement.

The parties have executed this Agreement on the date first written above.

**FAIRPOINT ENERGY, LLC**

By:   
Name: Ross Shuller  
Title: CEO

**PNE ENERGY SUPPLY LLC**

By:   
Name: August G Fornuth  
Title: CEO

## NON-SOLICITATION AGREEMENT

THIS NON-SOLICITATION AGREEMENT is made and entered into this 6th day of February, 2013 (the "Effective Date"), by and between August Bart Fromuth, an individual with an address at 38 Hawthorne Dr Bedford NH ("Fromuth"), and FairPoint Energy, LLC, a Nevada limited liability company, with a principal business address at 1055 Washington Blvd., Floor 7, Stamford, Connecticut 06901 ("Company"). For value received, and in consideration of the mutual promises contained in this Agreement, the parties agree to the following recitals, terms and conditions. Capitalized terms used but not defined herein have the meanings assigned to them in the Account Purchase and Sale Agreement ("Account P&S") made between the parties with an Effective Date as of February 6, 2013.

1. Recitals.

- (a) Fromuth is engaged in the business of supplying power to residential and small commercial electricity customers in New Hampshire and other states.
- (b) As consideration for Company to execute the AP&S Agreement, Fromuth has agreed not to solicit the Customers and those Customer Accounts listed on Schedule 1(c) of the AP&S Agreement in accordance with the terms and conditions set forth in this Agreement.

2. Non-Solicitation.

- (a) In order to provide Company with the full benefit of the Customer Accounts, Fromuth will not, directly or indirectly ("indirectly", having the meaning that Fromuth will not use indirect means to do what it is prohibited to do directly) solicit any Customer Accounts for two (2) years following the applicable Flow Date, *provided, however* that nothing herein shall be deemed to prohibit any general solicitations for customers not specifically directed at any Customer Account, including general advertising on television, radio, in print and electronic media, on social media, and as part of direct mail campaigns not specifically targeting Customers. In addition, for the avoidance of doubt, Fromuth is not prohibited from maintaining its active social media websites and campaigns; this activity would fall under the general solicitation category.

3. Miscellaneous Provisions.

- (a) Notices. All notices, demands or other communications required to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the parties at the addresses set forth above, and shall be deemed given three business days after mailing. Any party may, by written notice to the other party, change the place to which all further notices to such party shall be sent.

- (b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective heirs, representatives, administrators, successors and assigns.

(c) Interpretation; Governing Law; Venue. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of New Hampshire without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any state other than the State of New Hampshire. Venue of any legal proceeding related to this Agreement shall exclusively be brought in the state or Federal courts located in ~~Boston, Massachusetts~~ <sup>Concord NH</sup>. The paragraph headings have been used solely for convenience, and are not intended to describe, interpret, define or limit the scope of this Agreement.

(d) Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Massachusetts or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Unfair Business Practices and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

(e) Severability. If any term or provision of this Agreement is deemed invalid, such invalidity shall not affect or invalidate the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or electronic means, including PDF copies), each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same instrument.

(g) Assignability. Buyer may freely assign its rights and obligations pursuant to this Agreement to any person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the person in question; provided, however, that no such assignment shall release Buyer from any of its obligations arising hereunder. Seller may not assign its rights under this Agreement to any other person or entity without the prior written consent of Buyer.

(h) No Brokers. Each party represents and warrants that it has dealt with no broker or finder in connection with this Agreement and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with the consummation of the transactions contemplated by this Agreement.

(i) Time of Essence. The parties hereto agree that time is of the essence of this Agreement.

(j) Entire Agreement. This Agreement, and the attached Schedules and Exhibits, constitute the entire and sole agreement of the parties and supersede and replace any previous verbal or written agreements that the parties may have made. Any modification or amendment of this Agreement must be in writing and signed all parties to this Agreement.

The parties have executed this Agreement on the date first written above.

**FAIRPOINT ENERGY, LLC**

By:   
Name: Koop Skullen  
Title: CFO

  
AUGUST BART FROMUTH

FIRST AMENDMENT TO  
ACCOUNT PURCHASE AND SALE AGREEMENT

This First Amendment ("First Amendment") to the ACCOUNT PURCHASE AND SALE AGREEMENT with an Effective date of February 6, 2013 ("Agreement"), is entered into and made on February 14, 2013 ("Amendment Effective Date") by and between PNE Energy Supply, LLC, a New Hampshire limited liability company, with a principal business address at 497 Hooksett Road, Suite 179 ("Seller"), Resident Power Natural Gas & Electric Solutions, LLC ("Resident Power"), and FairPoint Energy, LLC, a Nevada limited liability company, with a principal business address at 1055 Washington Blvd., Floor 7, Stamford, Connecticut 06901 ("Buyer"). Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Agreement.

For value received, and in consideration of the mutual promises contained in this First Amendment, the parties agree to the following recitals, terms and conditions.

1. Amendment.
  - a. Section 2(b). The penultimate sentence of Section 2(b) shall be deleted in its entirety and replace with the following sentence:

"All such Customer Aggregation Agreements shall be terminated as of the Flow Date for each such Customer, and during the Transition Period, Resident Power shall: (i) not direct or send any Customer Account to any electricity provider other than Buyer, (ii) only use such Aggregation Agreement authority to coordinate the smooth transition of Customer Accounts from Seller to Buyer, and (iii) only communicate to Customers in a manner consistent with the purposes of coordinating such transition."

- b. Section 4(a)(6). A new Section 4(a)(6) shall be added to the Agreement which reads:

"Notwithstanding anything to the contrary in this Agreement, Buyer shall withhold from the Purchase Price an amount equal to Twenty-Five Thousand Dollars (US\$25,000) (the "Refund Escrow"), which such funds shall be used by Buyer for the sole purpose of addressing any Customer complaints made to Buyer stemming from the temporary supply of default electricity service from Public Service of New Hampshire ("PSNH") during the Transition Period ("PSNH Temporary Service"). Buyer shall be permitted to use Refund Escrow funds to offer a refund to any complaining Customer in an amount equal to the additional monies paid by Customer over and above what such Customer would have paid under Customer's contract with Seller during such period of PSNH Temporary Service. If any monies remain in the Refund Escrow after all such complaining Customers are paid such refund (such refund being available to Customers for a period of ninety (90) calendar days after the last Customer Flow Date), Buyer shall promptly pay to Seller an

amount equal to any unused Refund Escrow. Buyer shall provide to Seller a commercially reasonable accounting of the use of the Escrow.

2. Effect of First Amendment. Except as expressly modified in this First Amendment, the Agreement will remain fully valid, binding and enforceable according to its respective terms through the duration, and the provisions that will survive the expiration or earlier termination of the Agreement will continue following that expiration or earlier termination.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of February 14, 2013.

FAIRPOINT ENERGY, LLC

By: Michael Fallquist  
Name: Michael Fallquist  
Title: CEO

RESIDENT POWER-NATURAL GAS AND ELECTRIC SOLUTIONS, LLC

By: Bart Fromm  
Name: Bart Fromm  
Title: Managing Director

PNE ENERGY SUPPLY LLC

By: August G. Fromm  
Name: August G. Fromm  
Title: Managing Director

*Execution Copy***ASSIGNMENT AND ASSUMPTION OF CUSTOMER ACCOUNTS**

This Assignment and Assumption of Customer Accounts (this "Agreement") is made as of this <sup>10<sup>th</sup></sup> day of February, 2013 by and between PNE Energy Supply, LLC, a New Hampshire limited liability company ("Assignor"), Resident Power Natural Gas & Electric Solutions, LLC ("Resident Power"), and FairPoint Energy, LLC, a Nevada limited liability company ("Assignee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as such term is defined below).

**WITNESSETH:**

WHEREAS, Assignor, Resident Power and Assignee are parties to that certain Account Purchase and Sale Agreement dated February 6, 2013 (the "Purchase Agreement"), pursuant to which Assignee is acquiring the Customer Accounts from Assignor and is assuming certain liabilities in connection therewith; and

WHEREAS, pursuant to the Purchase Agreement, each of Resident Power and Assignor have agreed to assign certain rights, agreements and obligations to Assignee, and Assignee has agreed to assume such rights, agreements and obligations of Assignor, on the terms and conditions contemplated by the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and for the consideration set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption. Effective as of the Closing Date, each of Assignor and Resident Power hereby sell, transfer, convey, assign, and deliver to Assignee all of their respective right, title, and interest in and to the Customer Accounts (the "Assignment") on the terms and conditions set forth in the Purchase Agreement. Assignee hereby accepts the Assignment and assumes the burdens, obligations and liabilities of each of Assignor and Resident Power under the Customer Accounts on the terms and conditions set forth in the Purchase Agreement.

2. Terms of the Purchase Agreement. Resident Power, Assignor and Assignee each hereby acknowledge and agree that the terms and conditions set forth in the Purchase Agreement, including all representations, warranties, covenants, agreements and indemnities set forth therein, are not in any way amended, superseded, enlarged or modified hereby but shall remain in full force and effect as set forth therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. For the avoidance of doubt, nothing herein grants any rights or imposes any obligations on Buyer with regard to the Customer Aggregation Agreements.

*Execution Copy*

3. Miscellaneous Provisions

(a) Modification. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the parties hereto.

(b) Construction. The headings in this Agreement are provided for convenience only and will not affect its construction or interpretation.

(c) Governing Law. This Agreement will be governed by and construed under the laws of the State of New Hampshire without regard to conflicts-of-laws principles that would require the application of any other law.

(d) Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[SIGNATURES ON THE FOLLOWING PAGE]

*Execution Copy*

The parties have executed this Agreement as of the date first above written.

**ASSIGNEE:  
FAIRPOINT ENERGY, LLC**

By:   
Name: Roop Shullar  
Title: CEO

**RESIDENT POWER:  
RESIDENT POWER NATURAL GAS AND ELECTRIC SOLUTIONS, LLC**

By:   
Name: Bert Frank  
Title: Managing Director

**ASSIGNOR:  
PNE ENERGY SUPPLY LLC**

By:   
Name: August G. Franch  
Title: CEO