

BOND NO. K09510126

PREMIUM: \$5,250.00

KNOW ALL MEN BY THESE PRESENTS THAT WE,
FAIRPOINT ENERGY, LLC

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

New Hampshire Public Utilities Commission

(Hereinafter called the Obligee)

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

Dollars (\$ 350,000.00)

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

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

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

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an Competitive Electric Power Supplier licensed in the State of New Hampshire and to deliver electricity at retail in accordance with contracts, agreements and arrangements then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. The effective date of this bond is 7/26/2016 and expires 7/26/2017. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to the termination date of this bond.

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

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

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

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

436 Walnut Street, WA10H
Philadelphia, PA 19106

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

SIGNED AND SEALED THIS 1st day of June, 2016.

FAIRPOINT ENERGY, LLC

By: 

Surety Company

Westchester Fire Insurance Company

By:  Attorney-in-Fact
Bernadette Aleman,



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JUN 01 2016 before me, Tracy Aston Notary Public, personally appeared Bernadette Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature 
Tracy Aston, Signature of Notary Public

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D Conrad, Marina Tapia, Misty Wright, Nathan Varnold, Renato F Reyes, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 9 day of March 2016.

WESTCHESTER FIRE INSURANCE COMPANY



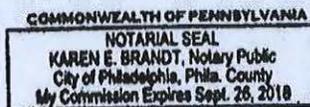
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 9 day of March, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



Karen E. Brandt
Notary Public

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

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

JUN 01 2016



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 09, 2018.



<<date>>

<<name>>
<<address1>>
<<city>>, <<state>> <<zip>>

ACCOUNT NUMBER: <<1234567890>>

UTILITY: <<UTILITY>>

Dear [Customer Name],

Thank you for enrolling with FairPoint Energy and congratulations on taking advantage of your power to choose a better energy supplier. What's more, through our 5% Cash Back rewards program*, you'll enjoy money back in your pocket just by paying your energy bill.

If all the information you provided is accurate, your energy supply service will be switched to FairPoint Energy in one to two billing cycles.

You'll continue to get one energy bill from your utility, just like you always have. Your utility will also continue to handle your energy needs, including delivering your energy, reading your meter, and any service or maintenance issues. The only change you'll notice is FairPoint Energy listed as the energy supplier on your bill.

You may soon be receiving a letter from <<UTILITY>> confirming that you have selected FairPoint Energy as your energy supplier. If your utility does not send you a confirmation letter (not all do), there is no need for concern: we will contact you if there is any further information we need.

Your terms of your service are included in this packet. In the sidebar to the right, we've also included the details of the plan you've enrolled in. If you have any questions, don't hesitate to call us at 1.866.842.1084 or you can email us at Support@FairPointEnergy.com.

We appreciate your business and look forward to serving you for many years to come.

Sincerely,
FairPoint Energy Customer Care

You have enrolled for the following rate plan:

ELECTRICITY

<<ProductType_E>>

- Your utility: <<Utility_E>>
- Rate plan: <<RatePlan_E>>
- Early Termination Fee: <<ETF_E>>
- Rate: <<Rate_E>>
- Term¹: <<Term_E>>

Fixed rates do not include all applicable state and local taxes, utilities service, and delivery charges.
¹Actual end date is dependent on your meter reading schedule.

*The 5% cash back ("Reward") applies only to new Maine and New Hampshire FairPoint Energy residential customers who are not currently enrolled with FairPoint Energy but who are now enrolling in a 12 month fixed rate product. The Reward is only good for one 12 month term and will not carry over if a customer renews for another fixed rate term. The Reward is calculated only on the supply portion of the total energy bill excluding any taxes and fees. The Reward will be paid in the form of a check, which will be mailed to you 8-12 weeks after the end of your term. To be eligible to receive the reward, customers must not have a balance on their account and have accrued a minimum of \$10 at the time the calculation is done. If customers have not accrued at least \$10 they will not receive a check and will forfeit any money that was accrued. The Reward is not a savings guarantee and is not available to budget billing customers.

FairPoint Energy is a wholly owned subsidiary of Cirius Energy LLC, a licensed third-party service provider of energy services unaffiliated with FairPoint Communications, Inc. or its subsidiaries.

FairPoint Energy uses its name under a license agreement with FairPoint Communications, Inc. FairPoint Energy is licensed in New Hampshire (DM 11-175) and Maine (Docket No. 2011-264)

[1000] Thank you for calling Sales Verifications

[1001] May I please have the **enrollment confirmation number** associated with this enrollment?

FPE Agent: **XXX-XXX-XXXX**

[1002] Okay I have this record.

(FPE Agent connects customer)

[1900] Thank you for calling FairPoint Energy's verification line. Please be advised that this verification will be recorded. Do I have your consent to continue?

[2000] Good [Morning/Afternoon/Evening]. Thank you for choosing FairPoint Energy which offers you green energy options. I am ready to assist you with a third-party verification on behalf of FairPoint Energy. As a third-party, I will be unable to answer any specific questions about the product. The purpose of this call is to verify that you would like to enroll with FairPoint Energy for your energy supply. Is that correct?

[2001] Please confirm that today's date is **[STATE THE MONTH, DATE, AND YEAR OF THE CALL]**?

[2002] Please state your full name.

[2003] Are you authorized to enroll these accounts with FairPoint Energy? **(Must get a clear yes or no)**

[2004] Please confirm the **[Utility]** **[LDC Name]** you wish to enroll for electric is **[ACCOUNT NUMBER]**. **(Must get a clear yes or no)**

[2005] Please confirm the service address of the account you wish to enroll is **[STATE STREET, CITY, ZIP]**. **(Must get a clear yes or no)**

[2006] Please confirm that your mailing address is the same as your service address. Is that correct? **(Must get a clear yes or no. If no, incorporate updated mailing address value)**

[2007] Please confirm that you are signing up for a **[TERM]** month term at a rate of **[RATE]** cents per kwh.

[IF FIXED/Residential] [2008] Do you understand that by signing up for a fixed term, if you cancel your service before the end of the term, you must pay a **[FEE]** dollar early termination fee? **(Must get a clear yes or no)**

[IF FIXED/ COMMERCIAL] [2008] Do you understand that by signing up for a fixed term, if you cancel your service before the end of the term, you must pay a \$150 dollar early termination fee? **(Must get a clear yes or no)**

[IF VARIABLE] [2008] Do you understand that you will receive this rate for your first month of service and that variable rates may fluctuate from month-to-month based on market conditions and company operating factors? **(Must get a clear yes or no)**

[IF FIXED] [2009] Do you understand that you will receive notice from Fairpoint Energy between 30 and 60 days prior to the end of your term that, unless you opt out, you will be automatically enrolled on the fixed rate plan provided in the notice, or on the company's variable rate? **(Must get a clear yes or no)**

[2010] Please confirm that you have provided consent to FairPoint Communications to share certain customer information in order to facilitate your enrollment with FairPoint Energy.

[2011] What is the name of your current supplier?

[2012] Do you understand that you have 8 calendar days after receiving your terms of service to rescind this enrollment? **(Must get a clear yes or no)**

[2013] [Maine Customers Only] Please note that if you are on a payment assistance program with your current utility company; you will be dropped from that program once enrolled with FairPoint Energy. Are you on an assistance program? (Must get a clear yes or no)

If YES – Do you still wish to enroll with FairPoint Energy? (Must get a clear yes or no)

[2013.5] Do you agree that by providing your phone number, which may include a wireless number, the company and its agents may call you with autodialed or pre-recorded promotional or product information calls. This consent and acceptance of this policy is not a condition of purchase and may be revoked at any time. (Must get a clear yes or no) yes or no are both acceptable

[2014] You will soon receive a welcome packet containing a Welcome Letter and Terms and Conditions by e-mail or mail confirming that your enrollment is complete.

[1003] If you'd like to keep it for your records, your confirmation number is [CONFIRMATION CODE].

[1004] Congratulations, your enrollment is now complete. If all of the information you have provided is correct, your service will be switched to FairPoint Energy in one to two billing cycles. Thank you for choosing FairPoint Energy and choosing to be a part of our collective positive impact on the environment. If you have any questions, please feel free to call FairPoint Energy's Customer Care at 1-866-842-1084. Have a nice day.

Decline Language:

If No: Read below

I'm sorry, Mr./Ms.<Customer Last Name>, but I am a third-party verification representative and I am not actually able to answer any specific questions about the product. If you do not wish to continue with your enrollment verification I would be happy to transfer you back to a FairPoint Energy representative who can answer your questions. Would you like to continue with the verification?

Continue: <Re-read prompt>

No: Okay, that's no problem. Please hold while I connect you to a FairPoint Energy representative. Have a good day!



Crius Energy Customer Experience
May 2016



Energy Homepage



FairPointEnergy

[How It Works](#) [FAQs](#) [Why Go Green](#)

Enroll Now!



Get paid to use energy.

ENJOY 5% CASH BACK ON YOUR ELECTRICITY SUPPLY.*



choose wind

Learn more about our 100% green energy option. >>

FairPoint Energy



See how you can save on electricity costs

Look at current offers in your area

Residential Business

Enter your zip code here

Now open homes

Call us at 1.866.984.2001



Get cash back just for using your electricity. FairPoint Energy customers get 5% cash back on the supply portion of their utility bill.*

[Enroll Today](#)



Choose the best option for you. Understanding your options will help you choose a plan that is right for you.

[Our Energy Plans](#)

- Customer homepage.
 - Click "Enroll Now" radio button to begin enrollment

Let's Get Started



FairPoint**Energy**

[How It Works](#) [FAQs](#) [Why Go Green](#)

[Enroll Now!](#)



CUSTOMER ENROLLMENT – LET'S GET STARTED.

Grab your latest utility bill and enter your zip code to begin:

* All fields required unless noted

Zip Code:

City:

Property Type:

Residential

Small Commercial

Current Electric Utility:

[Continue](#)

- Customer enters zip code to determine eligibility and continue enrollment
- Please note: City and utility values auto-populate based on zip code entered

Product Selection



FairPointEnergy

[How It Works](#) [FAQs](#) [Why Go Green](#)

[Enroll Now!](#)



CUSTOMER ENROLLMENT

[← Start Over](#)



Good News! We provide service in your area. Here's what's available:



ELECTRIC PLANS Please choose from the electric plans below.

<p>FairPoint Energy Fixed</p> <hr/> <p>FairPoint Energy Fixed</p>	<p>Rate: 6.44 ¢/kWh</p> <p>Term: 12 Months</p> <p>Renewable: 0%</p>	<p><input type="checkbox"/> SELECT</p> <p>More Details</p>
<p>100% Local Wind Variable</p> <hr/> <p>100% Green Electric Intro</p>	<p>Rate: 9.89 ¢/kWh</p> <p>Term: Monthly</p> <p>Renewable: 100%</p>	<p><input type="checkbox"/> SELECT</p> <p>More Details</p>

[Continue](#)

- Once zip code and utility are entered, customer is presented with available product offers for selection

Customer Information



FairPointEnergy

[How It Works](#) [FAQs](#) [Why Go Green](#)

[Enroll Now!](#)



CUSTOMER ENROLLMENT

[< Start Over](#)



* All fields required unless noted

Contact Information

First Name:

John ✓

Last Name:

Smith ✓

Main Phone:

Mobile ▼ (555) 123-4567 ✓

Alternate Phone: (Optional)

Select ▼

Please confirm that Fairpoint Energy can share notifications with you about your account or exciting product offers we think may be of interest to you via our [Fairpoint Energy's Phone Communication Policy](#)

Yes No

Your Enrollment Summary

Zip Code: 03032
Property Type: Residential
Electric Utility Eversource (PSNH)

[Edit: PLAN SELECTION](#)
Electric:

- Product: FairPoint Energy Fixed Wind
- Rate Plan: Fixed
- Rate: 8.99 ¢/kWh
- Term: 12 Months
- Early Termination Fee: \$50

- Once product is selected, customer fills in personal info, beginning with name and phone number
- Please note the right-hand rail, which captures all information entered during enrollment

Customer Information



Email: none@yahoo.com ✓

Service Address:

Street: 100 Test St ✓

Apt/Suite/Floor: (If Applicable) ✓ City: Auburn

State: NH Zip Code: 03032

Billing Address Same as Service Address

Street: 100 Test St

Apt/Suite/Floor: (If Applicable) City: Auburn

State: NH Zip Code: 03032

I have lived at my current address for less than 6 months

Yes No

• Early Termination Fee

- Information input continues with service and billing address entry
- Service city and zip are auto-populated based off of previously submitted information during enrollment

Credit Check (if applicable)



I have lived at my current address for less than 6 months

Yes No

Credit Verification *Why do we need this information?*

ID Type:

Social Security Number 

Social Security Number:

***-**-1111 

Full Legal Name as Appears on your Social Security Card:

John Smith 

Yes I authorize Fairpoint Energy to complete a soft credit check before processing my enrollment, which will confirm my credit worthiness. This process will only take a few seconds and will not impact my credit score in any way, and Fairpoint Energy will keep my information secure and confidential.

Continue

- Credit verification step is optional based on market and brand
- Customer enters either SSN or Driver's License number and date of birth

Utility Account Information



FairPointEnergy

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[Enroll Now!](#)



CUSTOMER ENROLLMENT

[< Start Over](#)



* All fields required unless noted

Electric Utility

Utility Name:

Eversource (PSNH)

Account Number

12345678901 ✓

Enter first 11 digit Account Number on bill

[Add another account...](#)

[View Bill Sample](#)

[Continue](#)

Your Enrollment Summary

Zip Code: 03032
Property Type: Residential
Electric Utility Eversource (PSNH)

[Edit:](#) PLAN SELECTION

Electric:

- Product: FairPoint Energy Fixed Wind
- Rate Plan: Fixed
- Rate: 8.99 ¢/kWh
- Term: 12 Months
- Early Termination Fee: \$50

[Edit:](#) CUSTOMER INFORMATION

First Name: John
Last Name: Smith
Service Address:

- 100 Test St
- Auburn, NH 03032

- After entering all pertinent customer info, the user will enter their utility account number

Terms of Service



* All fields required unless noted

Terms and Conditions

[Click here to print or save a copy of the Terms & Conditions.](#)

After your enrollment you will receive a hard copy of the Terms & Conditions. If you wish to receive a hard copy of the Terms & Conditions prior to your enrollment, please email support@FairPointEnergy.com to request one.

NEW HAMPSHIRE TERMS & CONDITIONS

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

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company. This Agreement is subject to the eligibility requirements of your Utility and Company may choose not to accept this Agreement for any reason. If you are enrolled in any Utility or government programs, enrolling with Company may impact your participation in these programs. Please check with your Utility or program

I have read and agree to the above Terms and Conditions

Fairpoint Energy will provide your energy supply and your utility will continue to deliver your energy. Your utility will be available to respond to leaks or other emergencies.

E-Signature:

John Smith



Finish

Your Enrollment Summary

Zip Code: 03032
Property Type: Residential
Electric Utility: Eversource (PSNH)

[Edit:](#) PLAN SELECTION
Electric:

- Products: FairPoint Energy Fixed Wind
- Rate Plan: Fixed
- Rate: 8.99 ¢/kWh
- Term: 12 Months
- Early Termination Fee: \$50

[Edit:](#) CUSTOMER INFORMATION

First Name: John
Last Name: Smith
Service Address:

- 100 Test St
- Auburn, NH 03032

Main Phone: (555) 123-4567
Alternate Phone:
Billing Address:

- 100 Test St
- Auburn, NH 03032

Email: none@yahoo.com

- Prior to final submission, customer must agree to Terms & Conditions and submit their e-signature

Confirmation Page



FairPoint**Energy**

[How It Works](#) [FAQs](#) [Why Go Green](#)

[Enroll Now!](#)



CUSTOMER ENROLLMENT



Confirmation #: F1784950483

5/2/2016 11:55:01 AM EST

Hello Robert Young,

Thank you for choosing affordable, responsible energy that will help make a substantial, quantifiable difference for the environment.

Have Questions?

Call us at [866-842-1084](tel:866-842-1084) or email support@fairpoint-energy.com.

Here's what's coming up next:

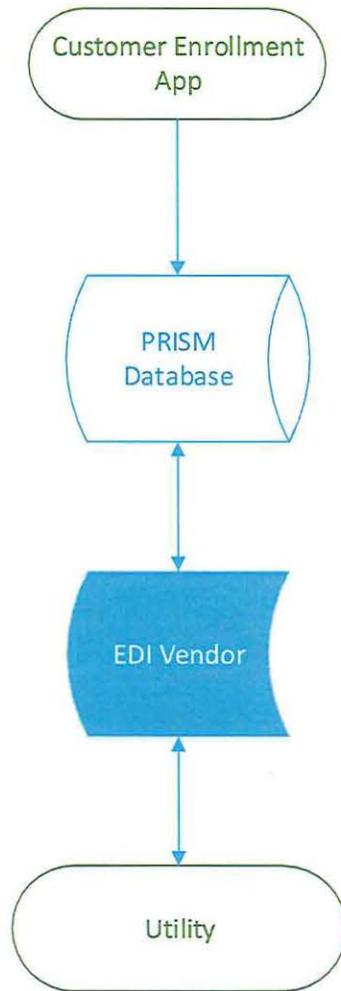
- 1 Right now, we're processing your enrollment application. If all of the information you have provided is correct, your switch to FairPoint Energy for electricity will take effect within 1-2 billing cycles and you will see FairPoint Energy appear in the supply portion of your billing statement.
- 2 Your local utility will continue to deliver your electricity, and will still be there to help you with any billing or service issues.

If we have received a valid email address during enrollment, you will receive a confirmation email within 24 hours with a link to your enrollment summary including your Terms and Conditions to keep for your records. A FairPoint Energy welcome packet will also arrive in the mail which will include a detailed summary of your electricity enrollment and your Terms and Conditions.

Any questions? Email support@FairpointEnergy.com or call us at [866-842-1084](tel:866-842-1084).

- Upon submission, customer will receive enrollment confirmation number and welcome e-mail
- If all information provided is correct, customer will begin service in 1-2 billing cycles
- Enrollment is now complete

Enrollment Data Flow



FairPointEnergy

NEW HAMPSHIRE TERMS & CONDITIONS

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

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your electricity. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company. This Agreement is subject to the eligibility requirements of your Utility and Company may choose not to accept this Agreement for any reason. If you are enrolled in any Utility or government programs, enrolling with Company may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company.

2. **TERM.** Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation, and if applicable for the Renewal Term. Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. If your Utility bills bimonthly, Company will treat this as two monthly billing cycles. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays. You may receive written notification from your Utility confirming your switch to Company. The Company may terminate this Agreement by providing you notice as required by law.

3. **PRICE.** Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. Your Rate does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. Depending on your Utility’s billing practices, your Rate during the billing cycle may be

applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company for such actual usage amounts.

4. **RATE PLAN OPTIONS.**

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

b. **Variable Rate.** If you selected a variable rate, the Rate for your Service for your first billing period is the Rate indicated in your Enrollment Documentation (“Variable Rate”). Variable Rates are set in the Company’s discretion and may vary based on numerous factors, including, but not limited to, the Company’s assessment of applicable market conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle’s pricing and balancing costs, projected average customer bill amounts and Utility pricing or “price to compare” and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable Renewable Portfolio Standards, and a profit margin determined in the Company’s discretion that may vary from month to month. Your variable Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility.

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

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

5. **RESCISSION; TERMINATION.** You may rescind or

terminate this Agreement as provided below.

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

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

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

d. Terminating Index Rate Plans. You may terminate any Index Rate Plan Services at any time and no Termination Fee will apply unless otherwise detailed in your Enrollment Documentation.

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

6. **BILLING AND PAYMENT**. The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a

late payment fee in accordance with the Utility’s or the Company’s billing and payment policies and procedures. You may be liable for the costs the Company incurs if Company must terminate your Services for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility (“Billing Quantity”). For commercial accounts, Company will have the option to adjust the Billing Quantity for line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your Services commence.

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

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

b. Customer Information; Privacy Policy. You authorize Company to obtain your Customer Information from your Utility. This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services and rewards to you. The Company reserves the right to share your Customer Information with Company Agents, to the extent permitted by law.

8. **RENEWAL NOTICE**. For any Fixed Rate plan you have selected, you will receive notice from Company (between thirty and sixty days prior to the end of your Term) that, unless you opt out, you will be automatically enrolled: (i) on the Fixed Rate plan provided in the notice, or (ii) on the Company’s Variable Rate plan available at such time (which allows you to cancel at any time without any Termination Fees). Each new renewal period after your initial Term will be deemed a “Renewal Term”. For any Variable Rate plan or

Index Rate plan, you will not receive a renewal notice and such plan will continue until you cancel, or the Company may cancel by providing you notice as required by law.

9. **PHONE COMMUNICATION POLICY.** You will be asked by the Company or its agents or affiliates to provide consent to the Company's Phone Communication Policy. Our policy is that if you provide your phone number, which may include your wireless number, the Company and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase and may be revoked at any time. You may add a telephone number to the national do not call registry by calling 888-382-1222 from the phone you wish to register, or go click on "Register a Phone Number" in the left column of the webpage at www.donotcall.gov.

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

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

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

(a) "Disputes" are any claims or controversies against each other related in any way to, or arising from the Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your

Services with the Company have terminated. Disputes include any claims that: (i) you bring against the Company or any of its employees, agents, affiliates, or other representatives; or (ii) that the Company brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and the Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) Except as otherwise provided under Section 10(f) below, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the "FAA") applies exclusively to this agreement to arbitrate, and this agreement to arbitrate is intended to be broadly interpreted. The arbitrator's decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(c) Prior to initiating arbitration, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the Notice Address listed in Section 14. The Dispute Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If the Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator.

(d) Unless the parties agree otherwise, the arbitration will be conducted by a single neutral arbitrator and will take place in the county (or parish) of the service address.

(e) The arbitration will be conducted by: (i) a neutral third party arbitrator mutually agreed upon by you and the Company; or (ii) the American Arbitration Association (the "AAA"). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement. Where the terms of this agreement to arbitrate conflict with the AAA Rules, the terms of this agreement to arbitrate shall override and govern. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address for the Company, which is listed in Section 14. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, the Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your

claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Upon your request, and you supplying appropriate documentation, the Company will reimburse your administrative costs for the arbitration over and above the costs associated with filing a case in court. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. However, nothing in this paragraph will require or allow you or the Company to arbitrate on a class-wide, representative or consolidated basis. An arbitration award and any judgment confirming it apply exclusively to the specific case. The arbitration award and judgment cannot be used for any other case except to enforce the award itself.

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

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

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

11. **EMERGENCY**. In the event of an emergency such as a power failure or a downed power line, you should call your Utility. If your Utility is Eversource, call 1-800-662-7764; if your Utility is Unitil, call 1-800-582-7276 (Seacoast Region) or 1-800-852-3339 (Capital Region). You can also call your local emergency personnel at 911 if the emergency warrants.

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

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

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

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

16. **INFORMATION DISCLOSURE LABEL**. The Information Disclosure Label contains information on the fuel mix and emissions characteristics associated with the electricity that Company provides to Customers. The Information Disclosure Label may be found on Company's website at <https://fairpointenergy.com/assets/NH-Disclosure.pdf>. Company will also provide you with a printed copy of the Information Disclosure Label annually.

17. **MISCELLANEOUS.**

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

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

c. *Assignment.* You may not assign this Agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. Before any assignment Company will provide you with at least 14 days notice of your right to select another supplier or return to your Utility. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

d. *Change in Law/Third Party Charges.* This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, capacity charges, and changes in customer load profiles (each, a "Change in Law"). If there is a Change in Law which results in an increased cost to the Company, Company may terminate

this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable.

e. *Governing Law; Venue; Waiver of Jury Trial.* To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New Hampshire, (ii) 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, and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

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

h. *Non-Reliance.* You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of the Company, other than the written representations in this Agreement; (ii) that you understand the risks of entering into this Agreement, including the risk that the Company's prices may be higher than your Utility's rates, and you are capable and willing to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

i. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

j. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to

sign such record, including facsimile or email electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides an email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

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

l. *Wi-Fi Thermostats*. You understand that to get the most out of your Wi-Fi thermostat you should register your thermostat online and follow the procedures described in the accompanying instructions. You agree that Company may make real-time adjustments to your thermostat. Prior to any adjustment event, you will receive a notification on your thermostat providing you with the option to opt out of that specific adjustment event. You agree that, unless you opt out, Company may make these adjustments during and after the Term of this Agreement. If you would like Company to permanently cease all adjustments, you may opt out of all future adjustment events by contacting Company via email, mail, or phone as provided above. You may also manually override any adjustments to your thermostat at any time, and at no time are you obligated to keep your thermostat at the adjusted level.

DEFINITIONS

“Agents” means parties that need to know Customer Information in connection with Services and Company’s affiliates and subcontractors.

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

“Credit Enhancements” means cash escrow or deposit, establishing an ACH debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, Customer will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

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

Agents.

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

“Delivery Points” means: for electricity, one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account or at your premises.

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

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

“Purchased Quantities” means all the electricity supply that Company must purchase for your home or small business, as applicable.

“Rate” means Fixed Rate, Index Rate, or Variable Rate, as applicable.

“Sales Points” means: for the electricity, a point or points on the NE-ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability.

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

“Usage Thresholds” means if your usage of Services exceeds, for electricity, peak demand greater than 75kW over any of the past twelve months.

Customer Contact Information

FairPoint Energy, LLC
1055 Washington Boulevard, 7th Floor
Stamford, CT 06901

Toll-Free 866-842-1084
Monday through Friday, 8:30am to 6:30pm ET
support@fairpointenergy.com
www.FairPointEnergy.com

New Hampshire PUC

21 South Fruit Street, Suite 10
Concord, NH 03301-2429
Phone: 603-271-2431; Fax 603-271-3878
TDD Access – Relay NH: 800-735-2964
Consumer Assistance: 800-852-3793
Monday through Friday, 8:30am to 4:30pm ET
http://www.puc.nh.gov

Eversource

PO Box 330
Manchester, NH 03105-0330

1-800-662-7764
1-800-346-9994 (TTY/TDD number)
http://www.eversource.com

Unitil New Hampshire – Capital Region

One McGuire Street
Concord, NH 03301
1-800-852-3339
http://unitil.com

Unitil New Hampshire – Seacoast Region

114 Drinkwater Road
Kensington, NH 03833
1-800-852-7276
http://unitil.com