

FairPointEnergy

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

Carrie Cammarano
Counsel

ccammarano@criusenergy.com | FairPointEnergy.com

NHPUC 30MAY'17PM12:03

May 25, 2017

Sent by FedEx, Tracking No. 779240877119

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

RE: FairPoint Energy, CEPS Registration Renewal

Dear Ms. Howland:

As per N.H. Admin, Rules, PUC 2003.02, enclosed please find FairPoint Energy, LLC's ("FairPoint Energy") renewal application. This renewal application includes all information required under PUC 2003.01, PUC 2003.03 and PUC 2006.01. The renewal fee of \$250.00 as required by PUC 2003.02(c) is enclosed, as well as an original and two copies of the renewal application. An electronic copy of the renewal application has been filed pursuant to PUC 2003.01(a).

Demonstration of FairPoint Energy's technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and FairPoint Energy, as required by PUC 2003.01(d)(1), was included in FairPoint Energy's initial registration dated August 11, 2011 for PSNH and in a letter dated February 16, 2012 for Unitil. As required by PUC 2003.01(d)(2), evidence that FairPoint Energy is able to obtain supply in the New England energy market was included in its initial registration dated August 1, 2011. For your convenience, copies of these documents are included in Attachment 6. Please note FairPoint Energy was previously known as "Viridian Energy MD LLC" and I have included documentation showing that this name change was registered with the Commission.

In compliance with PUC 2003.01(d)(4), enclosed please find FairPoint Energy's extended surety bond, which conforms with the requirements of PUC 2003.03(a). We have removed the continuation clause from this surety bond.

Please do not hesitate to contact me at (203) 883-7796 with any questions.

Warmest Regards,



Carrie Cammarano, Esq.



THE CRIUS ENERGY FAMILY OF BRANDS



2017 Renewal Registration Application for FairPoint Energy, LLC

(a)(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address; [N.H. Admin. Rules, PUC 2006.01(a)(1)]

Legal Name: FairPoint Energy, LLC

Website: www.fairpointenergy.com

(a)(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable; [N.H. Admin. Rules, PUC 2006.01(a)(2)]

Business Address: 535 Connecticut Avenue, 6th Floor
Norwalk, CT 06854

Telephone Number: (866) 842-1084

Email Address: support@fairpointenergy.com

Website Address: www.fairpointenergy.com

(a)(3) The applicant's place of incorporation, if anything other than an individual; [N.H. Admin. Rules, PUC 2006.01(a)(3)]

FairPoint Energy, LLC is registered as a limited liability company in the state of Nevada.

(a)(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual; [N.H. Admin. Rules, PUC 2006.01(a)(4)]

Applicant, FairPoint Energy, LLC (“FairPoint Energy”), is not an individual. For FairPoint Energy’s business address, telephone number and email address, please see the answer to question 2. Additionally, please see below for the names, titles, business address, telephone number and email address for FairPoint Energy’s principals.

Name	Title	Address
Michael J. Fallquist	Chief Executive Officer	535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854
Roop Bhullar	Chief Financial Officer	535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854

Barbara Clay	Chief Legal Officer	535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854
Chaitu Parikh	Chief Operating Officer	535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854
Christian McArthur	Executive Vice President	535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854
Robert Cantrell	Executive Vice President, Deregulated Energy	2620 Technology Forest Blvd., The Woodlands, Texas 77381
Patrick McCamley	Executive Vice President, Corporate Development	535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854
Ravi Thuraisingham	Executive Vice President, Mergers & Acquisitions	535 Connecticut Avenue, 6 th Floor Norwalk, CT 06854

(a)(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire: [N.H. Admin. Rules, PUC 2006.01(a)(5)]

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreements with any affiliated New Hampshire utility;

Applicant, FairPoint Energy, does not have any affiliates or subsidiaries currently conducting business in New Hampshire however, Viridian Energy, LLC and Everyday Energy, LLC d/b/a Energy Rewards, both affiliates of Applicant, currently have electricity licenses in New Hampshire, but do not serve customers and/or conduct business in New Hampshire.

(a)(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available; [N.H. Admin. Rules, PUC 2006.01(a)(6)]

Customer Service Number: (866) 842-1084

Customer Service Contact: Anthony Povio – Director, Customer Care Operations

(a)(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries; [N.H. Admin. Rules, PUC 2006.01(a)(7)]

Barbara Clay, CLO
535 Connecticut Avenue, 6th Floor
Norwalk, CT 06854
(203) 663-5079
bclay@criusenergy.com

(a)(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process; [N.H. Admin. Rules, PUC 2006.01(a)(8)]

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

(a)(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual; [N.H. Admin. Rules, PUC 2006.01(a)(9)]

Please see Attachment 1.

(a)(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service; [N.H. Admin. Rules, PUC 2006.01(a)(10)]

FairPoint Energy currently serves customers in the PSNH territory, as approved by Executive Director Howland's letter dated January 21, 2012. In a letter dated September 27, 2012, The New Hampshire Public Utilities Commission approved expansion to the Unifil territory.

(a)(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served; [N.H. Admin. Rules, PUC 2006.01(a)(11)]

FairPoint Energy intends to serve all customer types and classes, including residential, small commercial and large commercial/industrial.

(a)(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity; [N.H. Admin. Rules, PUC 2006.01(a)(12)]

FairPoint Energy currently conducts business relating to the sale of electricity only in Maine and New Hampshire.

(a)(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity; [N.H. Admin. Rules, PUC 2006.01(a)(13)]

Please see Attachment 2.

(a)(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court: [N.H. Admin. Rules, PUC 2006.01(a)(14)]

- a. For partnerships, any of the general partners;**
- b. For corporations, any of the officers, directors or controlling stockholders; or**
- c. For limited liability companies, any of the managers or members;**

None of the managers or members of FairPoint Energy LLC, its parent, or its affiliates have ever been convicted of any felony that has not been annulled by a court.

(a)(15) A statement as to whether the applicant or any of the applicant's principals: [N.H. Admin. Rules, PUC 2006.01(a)(15)]

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;**

FairPoint Energy has not had any civil, criminal or regulatory sanctions or penalties imposed upon it pursuant to any state or federal consumer protection law or regulation in the last 10 years.

- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or**

FairPoint Energy has not settled any civil, criminal or regulatory investigation involving any state or federal consumer protection law or regulation in the last 10 years.

- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;**

FairPoint Energy is not currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

(a)(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event; [N.H. Admin. Rules, PUC 2006.01(a)(16)]

FairPoint Energy has not answered in the affirmative to either (14) or (15).

(a)(17) For those applicants intending to telemarket, a statement that the applicant shall: [N.H. Admin. Rules, PUC 2006.01(a)(17)]

- a. **Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;**
- b. **Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and**
- c. **Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;**

FairPoint Energy has internal processes to maintain a list of consumers who request be placed on its internal do-not-call list and obtain monthly updated do-not-call lists from the National Do Not Call Registry. FairPoint Energy will not initiate calls to New Hampshire customers who request to be placed on either FairPoint Energy's internal do-not-call list or who are listed on the National Do Not Call Registry. Please visit <http://www.criusenergy.com/do-not-call-policy/> for a copy of the Crius Energy Do Not Call Policy.

(a)(18) For those applicants that intend not to telemarket, a statement to that effect; [N.H. Admin. Rules, PUC 2006.01(a)(18)]

FairPoint Energy may engage in telemarketing campaigns from time-to-time.

(a)(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service; [N.H. Admin. Rules, PUC 2006.01(a)(19)]

FairPoint Energy intends to use the utility's billing service.

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

Please see Attachment 3 for a copy of FairPoint Energy's residential and small commercial contract.

Additionally, please find included as exhibits, FairPoint Energy's Customer's online enrollment flow, as Attachment 4; FairPoint Energy's third-party verification script, as Attachment 5.

(a)(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and [N.H. Admin. Rules, PUC 2006.01(a)(21)]

I, Barbara Clay, am authorized to file this renewal application on behalf of FairPoint Energy, LLC and certify that its contents are truthful, accurate and complete.

(a)(22) The signature of the applicant or its representative. [N.H. Admin. Rules, PUC 2006.01(a)(22)]

By: _____
Barbara Clay, Chief Legal Officer

Date: _____

ATTACHMENT 1

A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual; [N.H. Admin. Rules, PUC 2006.01(a)(9)]



THE CRIUS ENERGY FAMILY OF BRANDS



ATTACHMENT 2

A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity; [N.H. Admin. Rules, PUC 2006.01(a)(13)]



THE CRIUS ENERGY FAMILY OF BRANDS



ATTACHMENT 3

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



THE CRIUS ENERGY FAMILY OF BRANDS



ATTACHMENT 6

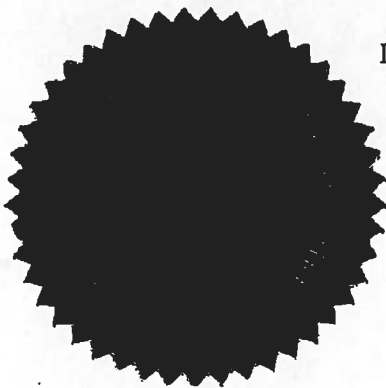
Attached please find the following documents, which have been previously provided to the New Hampshire Public Utilities Commission:

- Demonstration of FairPoint Energy's technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and FairPoint Energy, as required by PUC 2003.01(d)(1); and
- Evidence that FairPoint Energy is able to obtain supply in the New England energy market, as required by PUC 2003.01(d)(2)

State of New Hampshire
Department of State

CERTIFICATE

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



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

A handwritten signature in dark ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

Search Business Names

Back to Home

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
Fairpoint Energy, LLC	652952	Fairpoint Energy, LLC	Viridian Energy MD LLC	Foreign Limited Liability Company	535 Connecticut Avenue, 6th Floor, Norwalk, CT, 06854, USA	Lawyers Incorporating Service	Good Standing

Page 1 of 1, records 1 to 1 of 1

Back

FairPoint Energy			
Month Received/Complaint Category	ME	NH	Grand Total
Jan			
BILLING/RATE	3		3
ENROLLMENT		1	1
GENERAL		2	2
MARKETING PRACTICES		1	1
Feb			
BILLING/RATE	1	2	3
ENROLLMENT		1	1
Apr			
ENROLLMENT	1		1
May			
BILLING/RATE	1	2	3
Grand Total	6	9	15



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**. Company does not charge any fee for you to switch from your utility to Company. Please note that some products have specific fees related to the product or plan you choose which are detailed in your product Enrollment Documentation; these fees are not switching fees. 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. If you have provided Company, its affiliates or agents with a credit card number, you provide authorization to charge any outstanding balance to such credit card. 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, at 535 Connecticut Avenue, 6th Floor, Norwalk, CT 06854, 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

FPE_NH_ResSC_111516

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.

m. *Third Party Providers; Energy Related Products*. The Company only provides electricity and natural gas to you. Occasionally, Company may work with third party providers that will offer you energy related products or rebates related to your electricity and natural gas purchases. If you select such offer or rebate from a third party, or elect to bundle or purchase a product that is not electricity or natural gas, or if a product that is installed in your home by a third party provider, such as a thermostat (“Energy Related Products”), you must contact the third party provider of such Energy Related Products for any products issues, rebates, warranties, or billing and service questions. Company will have no liability to you for Energy Related Products.

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 paid to brokers and other third-party entities that may have referred you to the Company for Services, minimum usage fees, base charges and other flat fees, 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
535 Connecticut Avenue
6th Floor
Norwalk, CT 06854
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>

<<date>>

<<presortCode>>
<<name>>
<<address1>>
<<city>> <<state>> <<zip>>

ACCOUNT NUMBER: <<1234567890>>

YOUR UTILITY: <<Utility Name>>

Dear <<Customer Name>>,

Thank you for enrolling with FairPoint Energy and congratulations on taking advantage of your power to choose a better energy supplier.

As a way of saying thanks, we're sending you 4 free LED light bulbs with the potential to save you an additional \$489 per year.**



Your energy kit will arrive 4-6 weeks after utility acceptance.

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 [name of 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.

Best regards,
- Your friends at FairPoint Energy

Congratulations, and welcome to FairPoint Energy.

You're now enrolled in the following energy plan:

- <<Plan type>>
- <<Plan Length>>
- <<X.XX>> cents/kWh
- <<Promo i.e. 5% cash back*>>
- <<Termination Language>>

Please Note:

Rates do not include all applicable state and local taxes, utilities service, and delivery charges.

Questions?

**Call us at 1.866.842.1084
or send an email to
Support@FairPointEnergy.com.
You can also visit us any time at
www.FairPointEnergy.com.**

* *The 5% cash back ("5% Refund") 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 fixed rate product. The 5% Refund is only good for the initial fixed rate term and will not carry over if a customer renews for another fixed rate term. The 5% Refund is calculated only on the supply portion of the total energy bill and paid in the form of a check, which will be mailed to you 4-6 weeks after the end of your term. To be eligible for your 5% Refund, you must: (1) not have any outstanding payments due, and (2) have accrued a 5% Refund that is a minimum of \$5.00 at the time of the calculation. The 5% Refund is not a savings guarantee and is not available to budget billing customers.

** Based on using four LED bulbs for 25,000 hours each (rated life) at .09¢ per kWh compared to using four 60-watt incandescent lamps for 25,000 hours each. Your savings will depend on your rates and use. FairPoint Energy is a wholly owned subsidiary of Crius Energy LLC, a licensed third-party service provider of energy services unaffiliated with FairPoint Communications, Inc. or its subsidiaries.



Crius Energy Customer Experience

May 2016

Energy Homepage



A mockup of the FairPoint Energy homepage. At the top right is a 'MANAGE YOUR ACCOUNT' link with a right arrow. Below this is the 'FairPointEnergy' logo, followed by navigation links: 'How It Works', 'FAQs', and 'Why Go Green'. A green 'Enroll Now!' button is on the right. The main banner features a woman smiling while holding a FairPoint Energy bill. Text on the banner reads: 'FEEL THE POWER OF CASH BACK. Get paid to use your electricity.' with a 'Learn More' button. To the right of the banner is a sidebar with a video player titled 'FairPoint Energy' showing a play button and a green star icon. Below the video, text says 'See how you can save on electricity costs' and 'Look at current offers in your area'. There is a radio button for 'Residential', a text input field for 'Enter your zip code here', and a 'Go' button. At the bottom of the sidebar, a green box says 'HAVE QUESTIONS? Call us at 1.866.984.2001.'. Below the main banner are two promotional boxes. The left box shows hands counting cash and text: '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 >>'. The right box shows a family on a couch and text: 'Choose the best option for you. Understanding your options will help you choose a plan that is right for you. Our Energy Plans >>'. The entire page has a light orange gradient background.

- 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:

03032



City:

Auburn

Property Type:



Residential

Current Electric Utility:

Eversource (PSNH)



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

CUSTOMER ENROLLMENT

[< Start Over](#)

Service Selection

Customer Information


Utility Information

Confirmation

Finish

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



 **ELECTRIC PLANS** Please choose from the electric plans below.

FairPoint Energy
12 Month Fixed
Wind 5% Cash
Back

5% Cash Back on
12 Month Term*

Rate: **10.61 ¢/kWh**
Term: 12 Months
Renewable: 100%

☐ **SELECT**

[More Details](#)

FairPoint Energy 6
Month Fixed Wind
5% Cash Back

5% Cash Back on
6 Month Term*

Rate: **8.99 ¢/kWh**
Term: 6 Months
Renewable: 100%

☐ **SELECT**

[More Details](#)

Continue

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

Customer Information



FairPoint**Energy**

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

[Enroll Now!](#)

CUSTOMER ENROLLMENT

[< Start Over](#)

Service Selection

Customer Information

Utility Information

Confirmation

Finish

* 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

Email:

Your Enrollment Summary

Zip Code: 03032

Property Type: Residential

Electric Utility: Eversource (PSNH)

[Edit:](#) **PLAN SELECTION**

Electric:

- **Product:** FairPoint Energy 12 Month Fixed Wind 5% Cash Back
- **Rate Plan:** Fixed
- **Rate:** 10.61 ¢/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



Communication Preference: For important documents

☐ U.S. Mail ☒ Email (using above email address)

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

- 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)

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

FairPoint**Energy**

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

[Enroll Now!](#)

FairPoint
communications

CUSTOMER ENROLLMENT

[< Start Over](#)

Service Selection

Customer Information

Utility Information

Confirmation

Finish

* 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



Service Selection

Customer Information

Utility Information

Confirmation

Finish

* 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:

- **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

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.

Further Request

FURTHER PROCESSING REQUIRED

[< Start Over](#)

Service Selection

Customer Information

Utility Information

Confirmation

Finish

Further Processing Required

We do apologize – it looks like we need a little more information to complete your enrollment. We need your help to finish processing your application.

If you have any questions please contact our Fairpoint Energy Verification Team at 844.296.5951 Monday through Friday 8:30-5:30pm EST or you can send us an email at verification@FairpointEnergy.com.

Submit

Your Enrollment Summary

Zip Code: 03032

Property Type: Residential

Electric Utility: Eversource (PSNH)

[Edit:](#) **PLAN SELECTION**

Electric:

- **Product:** FairPoint Energy 12 Month Fixed Wind 5% Cash Back

- For verification, if they need more information.

Pop Up

Enrollment #: F2889146474

5/25/2017 3:52:35 PM EST

Have Questions?

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

Help Center

Open

It looks like you
enrolled on
8:30 AM

Help

We're almost there!

CLOSE X

We need your help to finish processing your application.

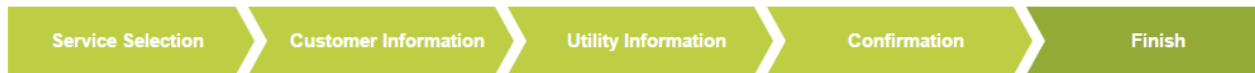
If you have any questions please contact our Fairpoint Energy Verification Team at 844.296.5951
Monday through Friday 8:30-5:30pm EST.

1 We need a little more information to complete your request for service. To finalize your enrollment please contact the Fairpoint Energy Verification Team at 844.296.5951 Monday through Friday 8:30-5:30pm EST.

Confirmation Page



CUSTOMER ENROLLMENT



Enrollment #: F2889146474

5/25/2017 3:52:35 PM EST

Hello John Smith,

Have Questions?

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

Oops, almost there.

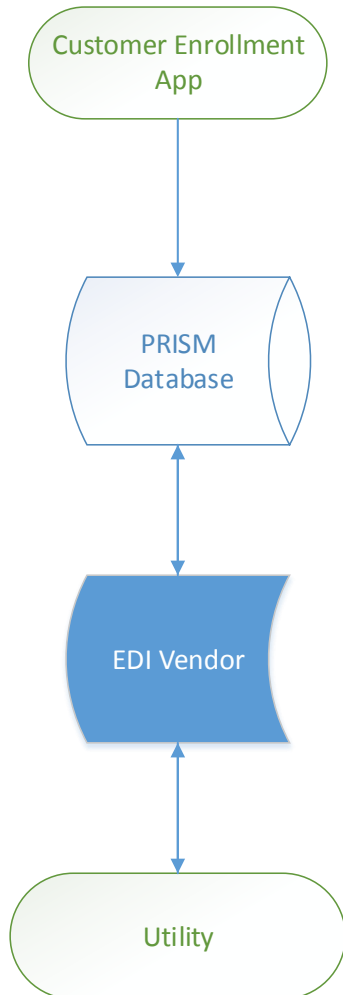
It looks like we need a bit more information to complete your request for service. To complete your enrollment please contact our Fairpoint Energy Verification Team at 844.296.5951 Monday through Friday 8:30-5:30pm.

Here's what's coming up next:

- 1** We need a little more information to complete your request for service. To finalize your enrollment please contact the Fairpoint Energy Verification Team at 844.296.5951 Monday through Friday 8:30-5:30pm EST.
- 2** 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.
- 3** Your local utility will continue to deliver your electricity, and will still be there to help you with any billing or service issues.

- 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





TrustedTPV Verification Script
Regional Energy Holdings – Fairpoint Energy

IVR Portion

Thank you for calling TrustedTPV for Fairpoint Energy.

1. Enter your enrollment confirmation number associated with the enrollment.

You entered

Press 1 if that is correct or 2 to re-enter.

Error message if not found:

2. Please hold for the TPV operator.

TO CUSTOMER:

Hello, this is [LiveOp name]. Representative, please bring the customer on the line.

1. 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?

If No Error message

2. 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?

If No Error message

3. Please confirm that today's date is [Date (Date, Month, Year)]?

If No Error message

4. Please state your full name.

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

If No *Error message*

---Repeat if multiple accounts---

6. Please confirm the [Utility] [account number verbiage] you wish to enroll for [commodity] is [ACCOUNT NUMBER]. (Must get a clear yes or no)

If No *Error message*

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

If No *Error message*

8. 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 *Collect mailing address*

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

If No *Error message*

---End repeating section---

10. IF FIXED 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 No *Error message*

11. [IF VARIABLE] 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 No *Error message*

12. [IF FIXED] 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)

If No *Error message*

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

If No *Error message*

14. What is the name of your current supplier? (any response acceptable)

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

If No Error message

16. IF Maine 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 No Continue with call

If Yes Do you still wish to enroll with Fairpoint Energy?

If No Error message

17. 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. (yes or no are acceptable)

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.

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

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.

**** Error Message IF NO** I'm sorry, Mr./Ms.[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 refer you to a FairPoint Energy representative who can answer your questions. Would you like to continue with the verification?

If Yes Continue with call flow, repeat last question.

If No: Okay, that's no problem. Please consult your agent with any questions or call FairPoint Energy's Customer Care number at 1-866-842-1084. Have a good day!

Public Service of New Hampshire Certificate of Completion

is hereby granted to:

Viridian Energy

to certify that they have completed to satisfaction

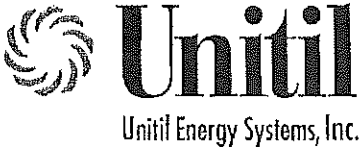
NH Supplier Training



Granted: 06/28/11

Aaron Downing

Aaron Downing
PSNH Supplier Services



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Viridian Energy MD LLC
Represented by: Raphael Jacobs

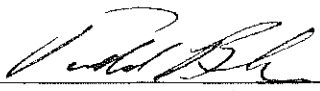
Issued by: Unitil Energy Systems
Represented by: Todd Bohan, Energy Analyst

Date: January 19, 2012

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Viridian Energy MD LLC. As of January 19, 2012, Unitil Energy Systems does hereby declare Viridian Energy MD LLC as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

Viridian Energy MD LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Viridian Energy MD LLC has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.


Signature

1/19/12
Date

Todd Bohan
Energy Analyst II
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
supplierservices@unitil.com

This Agreement (the "Agreement"), dated as of July 26 2011, is executed and delivered by Viridian Energy, Inc. ("VEI") and Viridian Energy MD LLC ("VEMD").

WITNESSETH:

WHEREAS, VEMD, an affiliate entity of VEI, has applied for a license to supply electricity to customers in the state of Maine, which application requires, among other things, the applicant to be a participant in the Independent System Operator of the New England ("ISO-NE") or show that it will conduct transactions through a contractual agreement with an entity that is a participant in the ISO-NE electricity market.

WHEREAS, VEI is a participant in the ISO-NE electricity market and a ISO-NE member. NOW, THEREFORE, based upon the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VEI and VEMD hereby agree as follows:

1. VEI hereby affirms and guarantees to support the operations and business activities of VEMD as they relate to procuring power from and within the ISO-NE control area.

2. This Agreement shall terminate and be of no further force and effect upon the expiration or termination of VEI's membership in ISO-NE.

IN WITNESS WHEREOF, VEI and VEMD have executed and delivered this Agreement to be effective as of the date first written above.

VIRIDIAN ENERGY, INC.

By: ml FJA
Name: Michael Fallquist
Title: Chief executive Officer

VIRIDIAN ENERGY MD LLC

By: ml FJA
Name: Michael Fallquist
Title: Chief executive Officer



David T. Doot
Secretary

July 19, 2011

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

Dear Rafi:

You have requested that the New England Power Pool ("NEPOOL"), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you whether Viridian Energy, Inc. ("Viridian") is a member "in good standing in NEPOOL." This letter is in response to that request.

As of the date of this letter, Viridian is a NEPOOL member entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL's governing document. Viridian, formerly known as New England Gas and Electric, Inc., was accepted for membership in NEPOOL effective as of July 1, 2009 pursuant to an order of the Federal Energy Regulatory Commission ("FERC") issued July 29, 2009 in Docket No. ER09-1394, subject to the conditions and waivers agreed to between NEPOOL and Viridian as filed with the FERC in that Docket. Viridian has not requested termination of its membership and NEPOOL has no application or request pending for termination of its membership in NEPOOL.

Respectfully,

David T. Doot
Secretary



State of New Hampshire
Department of State
Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Amended Registration for Foreign LLC. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Amended Registration for Foreign LLC.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 652952

State of New Hampshire

Filing fee: \$35.00

Use black print or type.

Form must be single-sided, on 8 1/2 x 11" paper;
double sided copies will not be accepted.

Filed
Date Filed: 05/22/2012
Business ID: 652952
William M. Gardner
Secretary of State

Form
RSA 304-C:67

APPLICATION FOR AMENDED REGISTRATION FOR FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS, THE UNDERSIGNED HEREBY APPLIES FOR AN AMENDED REGISTRATION TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the limited liability company is: VIRIDIAN Energy MD, LLC

SECOND: The name the limited liability company is currently using in the state of New Hampshire is:
VIRIDIAN Energy MD, LLC

THIRD: The state or country of formation is: Nevada

FOURTH: The date the limited liability company was authorized to transact business in the state of New Hampshire is: 6/22/11

FIFTH: This application is filed for the following reason(s) (complete all applicable items):

- a. The limited liability company has changed its name to: FAIRPOINT Energy, LLC
- b. The name the limited liability company will hereafter use in the state of New Hampshire is changed to: FAIRPOINT Energy, LLC
- c. The limited liability company has changed the state or country of its formation to:

*Signature: [Signature]

Print or type name: Jan L. Fox

Title: VP and General Counsel

Date signed: 5/21/12

*** MUST BE SIGNED BY A MANAGER IF THE LIMITED LIABILITY COMPANY HAS A MANAGER. IF NO MANAGER, MUST BE SIGNED BY A MEMBER. (If the limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.)**

DISCLAIMER: All documents filed with the Corporate
available for public inspection in either tangible or elect

Mail fee, DATED AND SIGNED ORIGINAL AND OR
GOOD STANDING ISSUED BY THE STATE OR COI
Corporate Division, Department of State, 107 North Main

State of New Hampshire
Form FLLC 2 - Amendment to Application 3 Page(s)



T1214331007

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE (INCLUDING AMENDMENTS)

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify, that the following is a list of all organizational documents on file in this office for

FAIRPOINT ENERGY, LLC

Articles of Organization filed on January 26, 2010.

Certificate of Amendment filed on September 13, 2010.

Certificate of Amendment filed on May 21, 2012 changing the name from VIRIDIAN ENERGY MD, LLC to FAIRPOINT ENERGY, LLC.

SECRETARY OF STATE



I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **FAIRPOINT ENERGY, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since January 26, 2010, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 21, 2012.

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

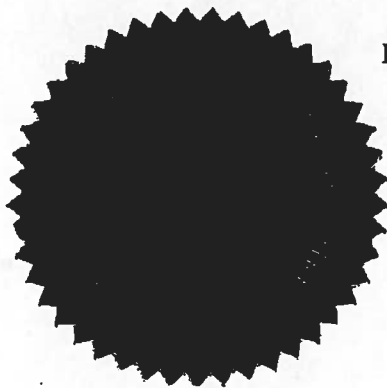
Certified By: Richard Sifuentes
Certificate Number: C20120521-2945
You may verify this certificate
online at <http://www.nvsos.gov/>

State of New Hampshire

Department of State

CERTIFICATE

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



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

A handwritten signature in cursive script, appearing to read "William M. Gardner", written in dark ink.

William M. Gardner
Secretary of State

VERIFICATION CERTIFICATE

BOND #: K09510126

DATED EFFECTIVE: 7/26/2016

ON BEHALF OF: FAIRPOINT ENERGY, LLC

(PRINCIPAL)

AND IN FAVOR OF: NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

(OBLIGEE)

AMOUNT OF BOND: \$ 350,000.00

DESCRIPTION OF BOND: Competitive Electric Power Supplier

Does hereby verify said bond to be in force for the further period

Beginning on July 26, 2017

(MONTH-DAY-YEAR)

And ending on July 26, 2018

(MONTH-DAY-YEAR)

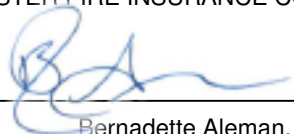
And that the said bond remains in effect, subject to all its agreements, conditions and limitations, and ends only with the cancellation of said bond or other legal termination.

Signed and dated on: 5/18/2017

(MONTH-DAY-YEAR)

WESTCHESTER FIRE INSURANCE COMPANY

BY: _____



Bernadette Aleman, ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

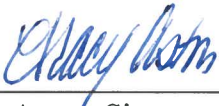
County of Los Angeles

On MAY 18 2017 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.

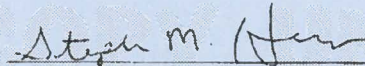
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

Does hereby nominate, constitute and appoint April Martinez, 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 4 day of May 2017



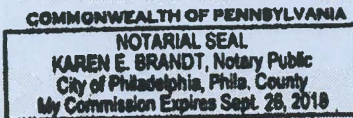
WESTCHESTER FIRE INSURANCE COMPANY


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 4 day of May, 2017 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.




Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of **MAY 18 2017** 20




Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 04, 2019.

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





REQUEST FOR WAIVER OF FINANCIAL SECURITY REQUIREMENTS OF PUC 2003.03(A)(5)

FairPoint Energy, LLC ("FairPoint Energy") formally requests that the New Hampshire Public Utilities Commission formally waive the financial security requirements of Puc 2003.03(a)(5), which requires term of 5 years and 90 days for initial CEPS application, in regards to its Competitive Electric Power Supplier Application for Renewal Registration.

FairPoint Energy requests such waiver due the fact that the surety bond provided as financial security by FairPoint Energy extends until May 31, 2018.

FairPoint Energy, LLC
Date: 5-26-17


Carrie Cammarano
Counsel