



16233 Kenyon Avenue, Suite 210
Lakeville, MN 55044
1-877-430-0093
www.TownSquareEnergy.com
customercare@townsquareenergy.com

NHPUC 9 OCT 14 PM 2:50

October 8, 2014

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

RE: Docket DM13-027, Renewal of CEPS Registration for Town Square Energy, LLC

Dear Director:

Please accept this document and attachments as the CEPS Renewal Application of Town Square Energy, LLC.

We sincerely apologize that these filings are being made after their due date. This is our first cycle through the renewal process and we failed to recognize and respond to the 60-day advance requirement to submit renewal documents. The one year term of our initial registration expires today and we would appreciate any efforts that you or the Staff of the NH PUC might make so as to ensure that our registration does not lapse.

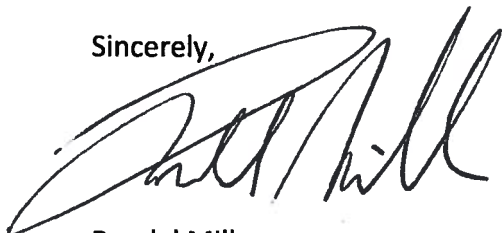
Town Square Energy, LLC is not yet serving customers in New Hampshire. Since our initial registration application, our corporate structure has changed and we are no longer a DBA division of Twin Cities Power. In May 2013, a filing was made to the PUC in this regard and this has been attached to our Renewal Registration package. Despite this organizational change, there have been no changes to Town Square Energy's ability to serve customers in New Hampshire. You will note minor changes to contact information throughout the following documents, as well as a change to our Standard Terms of Service (filed with the PUC in 2013) to reflect Town Square Energy, LLC, as the legal transacting party.

Beyond these items mentioned, there have been no substantive changes to the information provided today by Town Square Energy, LLC when compared to our initial registration application.

One item of key importance that we'd like to address is that of financial security. We have been made aware by PUC Staff that the bonding requirements for competitive suppliers in New Hampshire have changed since our initial registration was approved. Given the short timelines involved in providing this submission and our desire to provide it to the PUC prior to end of business today, we have not yet been able to update the terms of our bond to reflect Staff's recommendation. We would humbly request that we be allowed some time to adjust the bond language so as to provide appropriate security as required under PUC rules. If it would assist the PUC in facilitating this grace period, Town Square Energy, LLC will commit to delay enrolling any customers in New Hampshire until this issue is resolved to the PUC's satisfaction. As stated, we are not currently servicing customers. Additionally, it is not our plan to add new customers within the next 60 days. We expect to resolve the bond issue within days of this filing.

Thank you for your prompt and thorough review of the attached documentation. If there is anything further that you require at this time, please don't hesitate to contact me directly at rmiller@townsquareenergy.com or 1-877-430-0093 ext 701.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randal Miller', written over a horizontal line.

Randal Miller
President
Town Square Energy, LLC

List of attachments:

1. Pursuant to PUC 2003.02: Renewal Application
2. Pursuant to PUC 2003.0 (d)(1): Confirmation of EDI testing completed with PSNH and Unitil, included as Attachments F and G
3. Pursuant to PUC 2003.1 (d)(2): Nepoch Market Participant List, included as Attachment J
4. Pursuant to PUC 2006.06 9): Town Square Energy's registration documents with the New Hampshire Secretary of State and a screen shot of the SOS website, indicating Town Square Energy, LLC, as being in "good standing", included as Attachments B and C
5. Pursuant to PUC 2003.01 (d)(4): Surety Bond, included as Attachment H

RENEWAL
Competitive Electric Power Supplier License Application

To the

New Hampshire Public Utilities Commission

Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

By

Town Square Energy, LLC

16233 Kenyon Avenue, Suite 210
Lakeville MN 55044



October 8, 2014

Application pursuant to Puc 2003.02 - Renewal Registration of Competitive Electric Power Suppliers

(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, it's website address:

Town Square Energy, LLC ("TSE")
www.TownSquareEnergy.com

Please note that our legal name has changed since our original registration. See attached Attachment A, dated May 31, 2013, for additional details.

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable:

16233 Kenyon Avenue, Suite 210
Lakeville MN 55044
1-877-430-0093
info@townsquareenergy.com
www.townsquareenergy.com

(3) The applicant's place of incorporation, if anything other than an individual:

Delaware

(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;

- **Timothy S. Krieger, CEO, Town Square Energy, LLC, tkrieger@twincitiespower.com**
- **David B. Johnson, Board Member, Town Square Energy, LLC**
- **Keith W. Sperbeck, Secretary Treasurer, Town Square Energy, LLC, ksperbeck@twincitiespower.com**
- **Randal G. Miller, President, Town Square Energy, rmiller@townsquareenergy.com**
- **William J. Bryce, Vice President, Operations & Business Development, Town Square Energy, bbryce@townsquareenergy.com**

In each case, the business address and telephone number for the relevant director or officer is: 16233 Kenyon Avenue, Suite 210, Lakeville MN 55044, 952-241-3103. Randal Miller and William Bryce can also be reached at 1-877-430-0093.

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire: 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:

Not applicable

(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:

**Dawn Gruenemeier
Customer Service Manager
Town Square Energy, LLC
16233 Kenyon Avenue, Suite 210
Lakeville, MN 55044
(877) 430-0093 ext 712
customercare@townsquareenergy.com
dgruenemeier@townsquareenergy.com**

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries:

**William Bryce, Vice President, Operations & Business Development
16233 Kenyon Avenue, Suite 210
Lakeville, MN 55044
1-877-430-0093 ext 702
bbryce@townsquareenergy.com**

(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;

**Ms. Georgette Kent
National Registered Agents, Inc.
63 Pleasant Street
Concord, NH 03301
Telephone: (800) 332-3034
gmk@docusearchinc.com**

(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;

See Attachment B, Town Square Energy's 2013 registration with the New Hampshire Secretary of State, and Attachment C, a current screen shot of the Secretary of State's website indicating Town Square Energy, LLC as a company in "good standing".

(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;

We intend to operate in the service territories of PSNH, GSEC, UES, and NHEC as shown on the map attached as Attachment D.

(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;

TSE intends to serve all customer types and classes in all of the above utility service territories, including residential, small commercial, and large commercial/industrial accounts.

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;

Connecticut

(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;

For the calendar year 2013, Town Square Energy, LLC served customers only in Connecticut. The Connecticut Public Utilities Regulatory Authority (PURA) reported that it received four customer complaints for Town Square Energy in 2013. Of these, two were billing-related complaints and two were classified as general complaints.

(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: 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

(15) A statement as to whether the applicant or any of the applicant's principals:

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;

None

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;

None

- 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;

None

- (16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

Not applicable

- (17) For those applicants intending to telemarket, a statement that the applicant shall: 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 or customers who are listed on the National Do Not Call Registry;

Applicant intends to implement a telemarketing program. We shall: a) maintain a list of consumers who ask to be placed on our 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 asked to be placed on the Applicant's do-not-call list or customers who are listed on the National Do Not Call Registry.

- (18) For those applicants that intend not to telemarket, a statement to that effect;

Not applicable

- (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;

Applicant intends to use the utilities' billing services

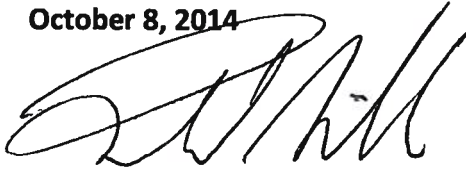
- (20) A copy of each contract to be used for residential and small commercial customers;

See Attachment E for Standard Terms of Service and Attachment I for updated Disclosure Label

(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:

Randal Miller, President of Town Square Energy, LLC has the authority to file this Competitive Electric Power Supplier Renewal Application on behalf of the Company and affirms that its contents are true, correct, and complete.

October 8, 2014

A handwritten signature in black ink, appearing to read 'R. Miller', written over a horizontal line.

**Randal Miller, President
Town Square Energy, LLC
16233 Kenyon Avenue, Suite 210
Lakeville MN 55044**



16233 Kenyon Avenue, Suite 210

Lakeville, MN 55044

1-877-430-0093

www.TownSquareEnergy.com

customercare@townsquareenergy.com

Updated Organizational Structure

May 31, 2013

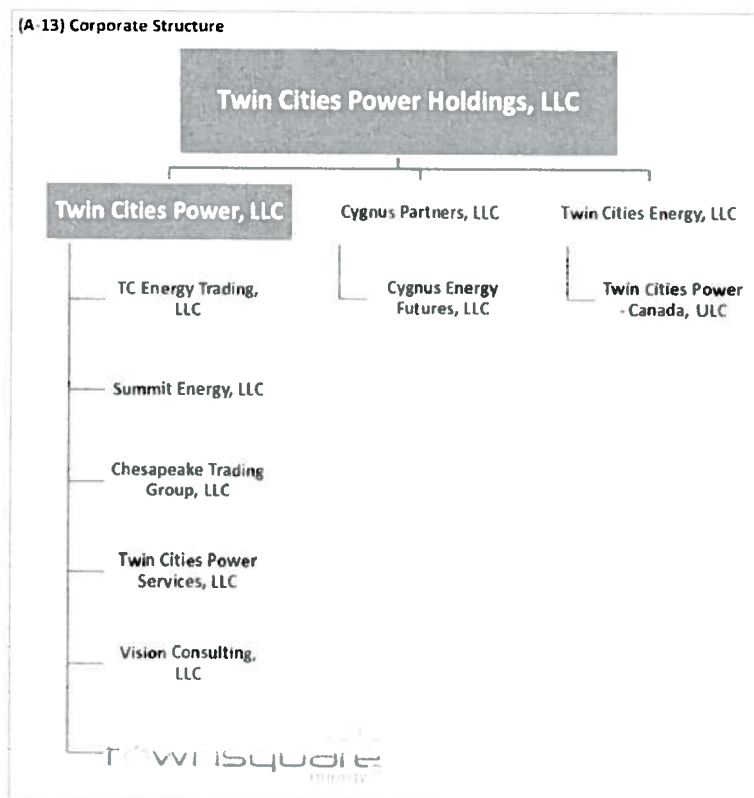
Debra Howland, Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RE: Update to Town Square Energy Organizational Structure

Dear Ms. Howland,

Town Square Energy ("TSE"), a division of Twin Cities Power, LLC ("TCP"), is in the process of updating its organizational structure.

As shown by the chart below, Town Square Energy is currently an accounting division of Twin Cities Power LLC ("TCP"), a wholly-owned subsidiary of Twin Cities Power Holdings, LLC ("TCPH").





16233 Kenyon Avenue, Suite 210

Lakeville, MN 55044

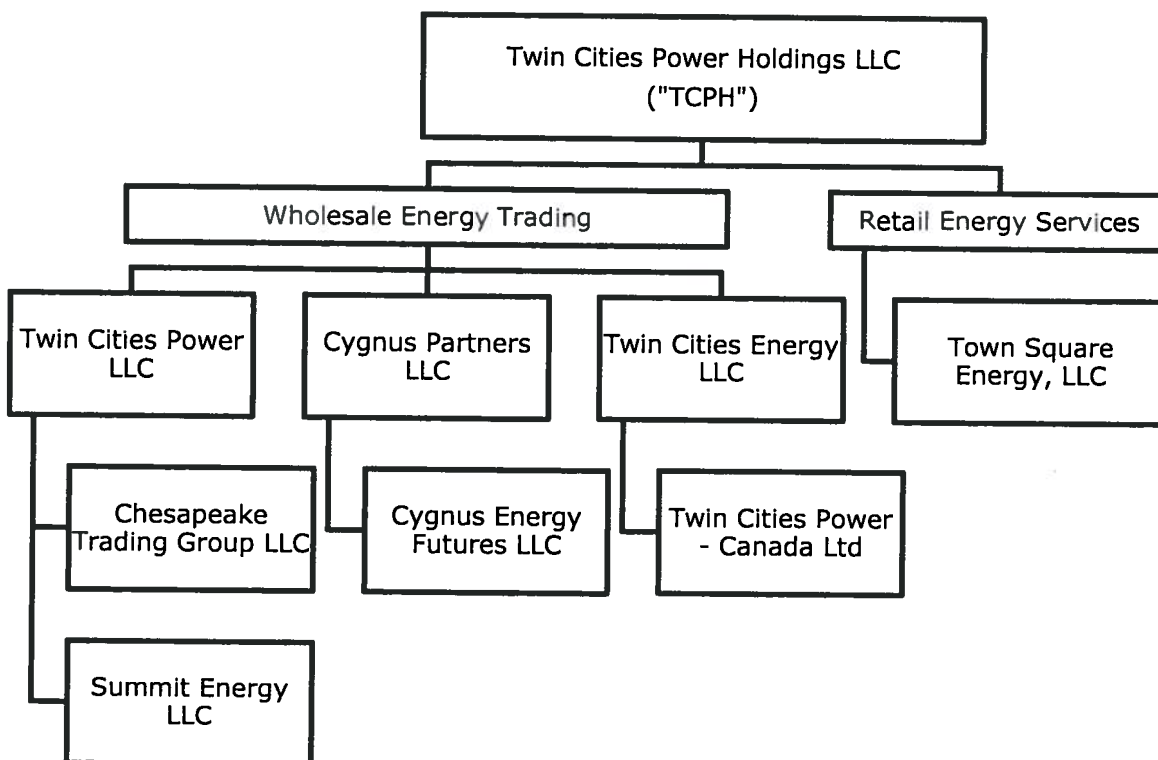
1-877-430-0093

www.TownSquareEnergy.com

customer@townsquareenergy.com

Updated Organizational Structure

At this point, our business has grown substantially and for financing purposes, we need to establish Town Square as a separate legal entity underneath the TCPH umbrella as shown by the following chart. Town Square Energy, LLC is a Delaware limited liability company that we formed in 2011 but never activated, but is expected to commence operations in the very near term as soon as we can complete all the necessary legal tasks and accounting transfers.



Each of our first tier subsidiaries is a party to a Management Services Agreement with TCPH and TSE will become one as well. In addition, TCP and TSE will enter into an internal "preferred supplier agreement" or "PSA" with respect to the purchase and sale of electricity from ISO-NE, hedging services, and the like. TCP will also assign all appropriate items to TSE.

As a result of the updated organizational structure, our standard Terms of Service document for residential and small commercial customers has been amended to reflect Town Square Energy, LLC as being the transacting party.



16233 Kenyon Avenue, Suite 210
Lakeville, MN 55044
1-877-430-0093
www.TownSquareEnergy.com
customercare@townsquareenergy.com

Updated Organizational Structure

We anticipate absolutely no adverse impact to our ability to service customers in New Hampshire as a result of these changes.

Should you have any questions or concerns about the nature of the changes, please don't hesitate to contact me as I shall be happy to assist.

Kind Regards,

A handwritten signature in black ink, appearing to read 'WHS III' followed by a stylized flourish.

Wiley H. Sharp III
VP-Finance & CFO
Twin Cities Power Holdings, LLC



TWIN CITIES POWER

State of New Hampshire

Filed
Date Filed: 07/15/2013
Business ID: 694437
William M. Gardner
Secretary of State

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00
Use black print or type.

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is Town Square Energy, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is Town Square Energy, LLC

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is March 31, 2011

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is Retail sale of residential, commercial and industrial energy.

SIXTH: The name of its registered agent in New Hampshire is National Registered Agents, Inc.
and the **street address**, town/city (including zip code and post office box, if any) of its registered office is
(agent's business address in New Hampshire) 9 Capitol Street, Concord, New Hampshire 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

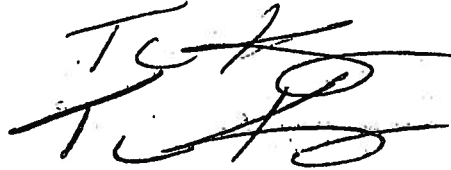
State of New Hampshire
Form FLLC 1 - Application for Foreign Registration FLLC 4 Page(s)



T1319725046

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)



*Signature:

Print or type name:

Timothy S. Krieger

Title:

CEO/President

Date signed:

06/24/2013

Complete address of person signing:

16233 Kenyon Avenue

Suite 210

Lakeville, Minnesota 55044

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:
lseverson@twincitiespower.com

* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign 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 Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3rd Floor, Concord, NH 03301.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TOWN SQUARE ENERGY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF JUNE, A.D. 2013.



4958301 8300

130748992

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0509760

DATE: 06-13-13

**Form SRA – Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws**

Part I – Business Identification and Contact Information

Business Name: Town Square Energy, LLC

Business Address (include city, state, zip): 16233 Kenyon Avenue, Suite 210, Lakeville, Minnesota 55044

Telephone Number: (952) 241-3103 E-mail: lseverson@twincitiespower.com

Contact Person: Larry S. Severson

Contact Person Address (if different): _____

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. _____ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
A) This business has 10 or fewer owners; and
B) Advertising relating to the sale of ownership interests has not been circulated; and
C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. _____ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____
3. _____ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____
4. ☒ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III – Check ONE of the following items in Part III:

1. ☒ This business is not being formed in New Hampshire.
2. _____ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): Timothy S. Krieger

Signature: 

Date signed: 06/24/2013

Name (print): _____

Signature: _____

Date signed: _____

Name (print): _____

Signature: _____

Date signed: _____

Search

- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Corporation Division

Receive your Annual Report Notice by email!

You *asked and we delivered!* To receive your Annual Report Reminder Notice by email, click [here](#) to complete the online request form.

Who needs to file? If your entity is registered as a Corporation, Limited Liability Company, Professional Corporation, Professional LLC, Limited Liability Partnership, New Hampshire Investment Trust, Consumer Cooperative, Cooperative Marketing and Rural Electrification Association, you need to file annually.

Note: You will need your Business Identification Number to enroll. If you do not have it handy, you may easily look it up by using our [Business name Lookup](#) tool.

Search Type Starting With Search Criteria Town Square Energy
Search Date 10/7/2014 Search Time 14:50

Click on the Entity Name or Business ID to view more information.

| Entity Name | Business ID | Type | Entity Status | Entity Creation Date |
|-------------------------|-------------|---------------------------|---------------|----------------------|
| Town Square Energy, LLC | 694437 | Limited Liability Company | Good Standing | 7/15/2013 |
| Town Square Energy, LLC | 694437 | Limited Liability Company | Good Standing | 7/15/2013 |

Records Returned 1 to 2

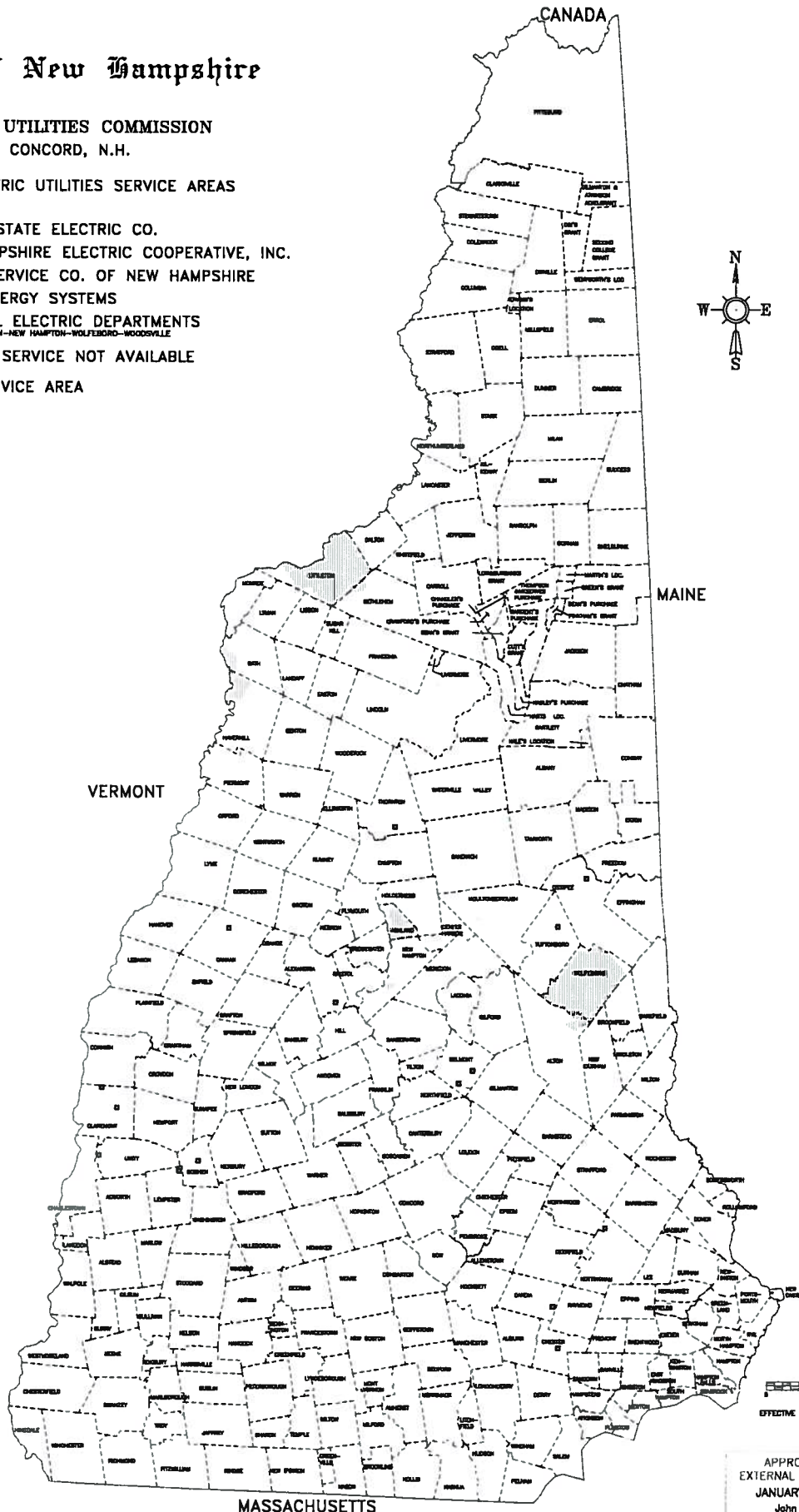
Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

State of New Hampshire

PUBLIC UTILITIES COMMISSION
CONCORD, N.H.

CORE ELECTRIC UTILITIES SERVICE AREAS

- ☐ GRANITE STATE ELECTRIC CO.
- ☐ NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.
- ☐ PUBLIC SERVICE CO. OF NEW HAMPSHIRE
- ☐ UNITIL ENERGY SYSTEMS
- ☐ MUNICIPAL ELECTRIC DEPARTMENTS
ASHLAND-LITTLETON-NEW HAMPTON-WOLFEBORO-WOODSVILLE
- ☐ ELECTRIC SERVICE NOT AVAILABLE
- ☒ JOINT SERVICE AREA



SCALE IN MILES
EFFECTIVE DATE: JANUARY 1, 2003

APPROVED FOR
EXTERNAL DISTRIBUTION
JANUARY 1, 2005
John G. Libby,
DIRECTOR - ENERGY DELIVERY



TERMS OF SERVICE – NEW HAMPSHIRE RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS

The following is the Terms of Service ("Agreement") between Twin Cities Power, LLC, doing business as Town Square Energy, and its Customers for the purchase of residential or small commercial electric service in New Hampshire. Town Square Energy is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity supply service as a competitive electric power supplier ("CEPS") throughout New Hampshire. The words "we", "us", and "our" and "TSE" refer to Town Square Energy, and the words "you" and "your" refer to the Customer. TSE agrees to sell, and you agree to buy the quantity of electricity delivered to you, as measured or estimated by your local distribution company ("LDC").

This Agreement is subject to any future legislation passed by the State of New Hampshire; orders, rules, or regulations promulgated by NHPUC; or the tariffs or policies of your LDC. These changes are beyond the control of TSE, and may impact the terms or price of energy under this Agreement.

This Agreement reflects the entire agreement between you and TSE, and supersedes any oral or written statements made in connection with your service from TSE. Any changes to this Agreement must be made in writing. Retain this agreement for your records.

CONTACT INFORMATION: In the event of an emergency or power outage you should call the utility company that supplies power to your local area:

Liberty Utilities:

- To report outages, call 1-800-465-1212
- For those with life sustaining equipment in their home, call 1-800-322-3223

New Hampshire Electric Cooperative (NHEC):

- To report outages or other emergencies, call 1-800-343-6432

Public Service Company of New Hampshire (PSNH):

- To report outages, call 1-800-662-7764

Unitil Energy Systems (UES):

- To report Capital Region outages, call 1-800-852-3339
- To report Seacoast Region outages, call 1-800-582-7276

For questions concerning your rate, service initiation, or service cancellation, please contact TSE using the following contact information:

Town Square Energy

16233 Kenyon Avenue, Suite 210, Lakeville MN 55044
Customer Service: 1-877-430-0093, Fax: 1-952-898-3571
customercare@townsquareenergy.com
www.townsquareenergy.com

ACCESS TO CUSTOMER INFORMATION: By entering into this agreement, you agree that your LDC may release to us certain information that we need to provide you with service, including but not limited to

your address, telephone number, account numbers, historical usage information, peak electricity demand, and payment history. We will not give or sell your information to any unaffiliated third party without your consent unless we are required to do so by law.

NATIONAL DO NOT CALL REGISTRY: The National Do Not Call Registry gives you a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for 31 days. If they do, you can file a complaint at this website. You can register your home or mobile phone for free here or by calling 888-382-1222 from the phone you wish to register.

SERVICE: TSE will supply all the electricity that you need for your home or business. TSE is a retail marketer of electricity and not your LDC. Your LDC will continue to deliver electricity to your home or business, read your meter, bill you, and make repairs. The LDC will also respond to emergencies and they will remain your point of contact in the case of power outage.

SERVICE INTERRUPTION: You acknowledge and understand that your LDC remains responsible for delivery of electrical power to you. In no event shall TSE or any person or entity affiliated with TSE be deemed responsible for service interruption or any other problem with the delivery of electrical power to you.

RIGHT TO RESCIND: You have the right to rescind this agreement without penalty within 3 business days of your receipt of our written confirmation of this Agreement by electronic means or within 5 business days if such confirmation is delivered by U.S. mail. To rescind the Agreement, contact us by telephone at 1-877-430-0093 or send an e-mail to customercare@townsquareenergy.com. Any cancellation after the appropriate rescission period shall be subject to the "Cancellation/Termination" provisions contained in this Agreement.

SERVICE TERM: This agreement will be effective for each account, commencing upon the first day following the expiration of your rescission period. Depending on which plan you have selected, your service under this Agreement is provided under either a fixed rate ("term") product or a variable rate ("month-to-month") product. If you are a new Customer, your selected product will become effective on the day your service begins with TSE, which coincides with the date your meter is read by the LDC. Because this date is determined by your LDC, TSE is not able to commit to a specific date for the commencement of service. If you are currently a TSE Customer and are switching to another product, your selected product will become effective on the next meter read date following your request to switch to the new plan. If you have a fixed term agreement with us and it is approaching the expiration date, you will receive written notification from us within 60 days of expiration date of the "initial term" as described in your Welcome Letter from TSE in which we will explain your options to you.

PRODUCT DESCRIPTIONS & PRICING: For Customers on a fixed rate plan, the rate you pay TSE for generation service is described in Exhibit A. Customers on a variable rate plan will find updated pricing related to their product on TSE's website, www.townsquareenergy.com. In each case, pricing reflects "full requirements" electric service which 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.

- **Monthly Variable Rate:** You can expect your rate to change on a monthly basis. The initial rate is specified in your Welcome Letter. You will find updated pricing information on our website, www.townsquareenergy.com. The term of service is month-to-month and there is no cancellation or change fee. Customers on a monthly variable rate may elect to switch to another one of TSE's products at any time free of charge.
- **Variable Rate:** You can expect your rate to change within a given billing cycle. The initial rate is specified in your Welcome Letter. You will find updated pricing information on our website, www.townsquareenergy.com. The term of service is month-to-month and there is no cancellation or change fee. Customers on a variable rate may elect to switch to another one of TSE's products at any time free of charge.
- **Fixed Rate:** Your rate is fixed for the initial term as specified in Exhibit A. Your initial term begins on the date of the first meter read after the LDC has accepted your enrollment with TSE. Depending on your billing cycle, it may take 60 days or longer before you receive a bill reflecting TSE as your new energy provider at your initial rate. You will be notified when your initial term is within 60 days of expiration and offered a chance to select a new energy product to begin service immediately following expiration of your initial term. Current product offerings may always be found on our website, www.townsquareenergy.com. Customers that do not choose a new product will be automatically placed in TSE's monthly variable rate product at the then applicable rate at the expiration of their initial term. There are no fees to cancel during the initial term.
- **Promotional Rate:** Your initial fixed rate and term are specified in the details of your Welcome Letter, and the rate will then automatically revert to the monthly variable rate. Going forward, customers will find updated pricing information on our website, www.townsquareenergy.com. The term of service is month-to-month and there is no cancellation or change fee. Customers on a monthly variable rate may elect to switch to another one of Town Square Energy's products at any time free of charge.
- **100% Renewable Rate:** Customers choosing the 100% renewable add-on to their standard product should read the product descriptions for TSE's monthly variable rate, variable rate, or fixed rate products to understand their energy service. TSE will procure and retire renewable energy credits (RECs) to offset 100% of the energy usage for each Customer selecting the 100% renewable option. Renewable energy facilities generating the RECs will vary, and may include a combination of regional or national sources such as wind, renewable biomass, solar, or small-scale hydro. Further details regarding sources of renewable energy may be included in the Environmental Disclosure Label.

BILLING AND PAYMENT: You will receive one monthly bill from your LDC that includes TSE's generation charge and your delivery charges, each with taxes thereon. You will make payments for both the TSE generation charge and the delivery charges directly to your LDC in accordance with your LDC's

payment terms. Please consult your LDC's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms.

LOW INCOME CONSUMERS: If you are having trouble paying your utility bills, there are several programs that can help you afford them. Funding is limited for many of these programs and interest in them is high. As a result, some programs may have waiting lists.

- [Electric Assistance Program](#)
- [Fuel Assistance Program](#)
- [Weatherization Assistance Program](#)
- Eligible customers of National Grid, PSNH, and UES should apply for assistance from the [Neighbor Helping Neighbor](#) program through their local [Community Action Agencies](#):
 - Belknap and Merrimack Counties - [Community Action Program Belknap-Merrimack Counties Inc.](#)
 - Rockingham County - [Rockingham Community Action Inc.](#)
 - Hillsborough County - [Southern New Hampshire Services, Inc.](#)
 - Cheshire and Sullivan Counties - [Southwestern Community Services](#)
 - Strafford County - [Strafford County Community Action](#)
 - Coos, Carroll, and Grafton Counties - [Tri-County Community Action](#)
- [Project CARE](#) - Project Care is for customers of NHEC only.

In addition, you may be able to get help from other programs managed by the [New Hampshire Department of Health and Human Services](#), your city or town, local churches, and the Salvation Army.

WINTER DISCONNECTION RULES: During the winter months, there is increased protection for New Hampshire customers of electric, natural gas, and steam utilities. While customers can still be disconnected if they fail to make payments on their bills, it is more difficult to be disconnected in the winter time. See [New Hampshire's winter disconnection rules](#).

CANCELLATION BY YOU: To cancel this agreement, you may call or fax TSE at the contact information provided above. If you purchased a fixed-rate product, you agree to remain a Customer of TSE until the initial term expires. When you cancel service, you agree to pay for the services provided by TSE through the date you are switched to another electric supplier or returned to the LDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date that follows the date on which TSE gives the LDC notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the LDC.

TERMINATION BY TSE: in accordance with applicable laws, rules, and regulations, including those governing termination of service, TSE reserves the right to terminate this Agreement if: 1) you fail to make timely payment of TSE's generation charge to your LDC; 2) your LDC is unable to read your meter for 3 consecutive months; or 3) there is a change in any law, regulation, market rule, or tariff that materially impairs TSE's ability to fulfill its obligations under this Agreement. We will provide you with at least 15 days prior written notice of our intent to terminate this Agreement for any of the reasons specified above. In addition we reserve the right to terminate this Agreement at any time for our

convenience with advance written notice to you of at least 30 days. Upon termination of the Agreement by you or us, you will be responsible for all TSE generation charges incurred hereunder until your account is transferred to the LDC's standard service or to another competitive electricity supplier.

COMPLAINTS AND DISPUTE RESOLUTION: Please contact a TSE customer service representative by telephone at 1-877-430-0093 or via email at customercare@townsquareenergy.com if you have questions or complaints regarding your bill or our service. If you are not satisfied with our attempt to resolve the problem, you may seek assistance from the NHPUC or request information from the NHPUC regarding your consumer protection rights under this Agreement. If you remain dissatisfied following the TSE supervisory review, you may address your concerns to:

New Hampshire Public Utilities Commission Consumer Affairs Division
21 South Fruit Street, Suite 10
Concord NH 03301-2429
1-800-852-3793 (within NH only) or 603-271-2431
Monday through Friday from 8:00 am to 4:30 pm
<http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>

TSE retains records of all customer complaints and uses this data to inform and improve our customer service.

ASSIGNMENT: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangement. In addition, we may assign our rights and obligations hereunder to an affiliate of TSE, any person or entity succeeding to all or substantially all of the assets of TSE, or to a competitive supplier licensed to do business in New Hampshire. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, TSE shall have no further obligations hereunder.

LIMITATIONS OF LIABILITY: TSE's liability in connection with this Agreement shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. Except as otherwise provided herein, neither party shall be liable to the other for any indirect, special, consequential (including lost profits or revenues), incidental, indirect, or punitive damages for claims arising hereunder.

FORCE MAJEURE: TSE will not be responsible for providing electricity supply service to you in the event of circumstances beyond its control such as events of *force majeure* as defined by the LDC or any transmitting entity, including acts of terrorism, sabotage, or acts of God.

ACCEPTANCE: This Agreement shall not become effective until accepted by TSE.



Exhibit A
For Fixed Rate Customers Only

Your fixed rate for the initial term is ____.



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Twin Cities Power, LLC
Represented by: Bill Bryce

Issued by: Unitil Energy Systems
Represented by: Joel Andruski, Associate Energy Analyst

Date: July 9, 2013

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Twin Cities Power, LLC. As of July 9, 2013, Unitil Energy Systems does hereby declare Twin Cities Power, 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 |

Twin Cities Power, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Twin Cities Power, 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
July 9, 2013
Date

Joel Andruski
Associate Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_supplierservices@unitil.com

**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Town Square Energy

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



COPY

Granted: 08/27/13

Aaron Downing
Aaron Downing
PSNH Supplier Services

SURETY BOND

Bond No. 1019978

WITNESSETH: This Surety Bond ("Bond") given by Town Square Energy, LLC as Principal, and The Hanover Insurance Company, as Surety are jointly and severally bound unto New Hampshire Public Utilities Commission, as Oblige, in the amount of One Hundred Thousand and 00/100-----\$100,000.00 ("Bond Amount"), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal has filed an application with the New Hampshire Public Utilities Commission ("NHPUC" or "Obligee") seeking approval to operate as a Competitive Electric Power Supplier ("CEPS"); and,

WHEREAS, NHPUC rules require that a CEPS must maintain an appropriate amount of financial security; and,

WHEREAS, the Principal must post the Bond Amount to cover its financial security obligation to the NHPUC; and

WHEREAS, the Bond Amount may be subsequently increased or decreased pursuant to NHPUC rules;

NOW THEREFORE, Upon notice from Oblige of the Principal's nonperformance of its duties as a New Hampshire CEPS, or Principal's fraud or other violations of the laws, decisions and orders applicable to Principal's CEPS license, Surety shall immediately pay to the Oblige the amount specified by the Oblige, not to exceed the amount of this bond. This bond shall remain in full force and effect for the term set forth below, unless terminated as provided below.

This Bond is subject to the following terms, limitations and conditions:

- The Surety hereby waives notice of any alteration or extension of time made by the Oblige. This instrument shall be a continuing, absolute, unconditional and irrevocable obligation of the Surety. This instrument shall be effective upon execution and shall continue in effect until terminated by the Oblige or Surety upon thirty (30) days prior written notice to the non-terminating party.
- Any suit on this bond must be instituted before the expiration of two (2) years from the date on which the Principal's obligations arising under its New Hampshire electric supplier license expires.

Signed, sealed and dated this 19th day of July, 2013.

Town Square Energy, LLC (Principal)



The Hanover Insurance Company (Surety)



Patricia H. Borchers, attorney-in-fact

STATE OF MINNESOTA

On this 19th day of July, 2013, before me appeared Patricia H. Borchers to me personally known, who, being duly sworn, did say that he or she is the attorney-in-fact of The Hanover Insurance Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.



A handwritten signature in cursive script, appearing to read "H. Bromenshenkel", written over a horizontal line.

notary public

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Jeff Settem, Patricia H. Borchers, Duane Mischke, Jill Lowder, Wendy M. Schmid, Emily Tschimperle and/or Dan Hanson

of Minneapolis, MN and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of June 2013.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Robert Thomas, Vice President



Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 11th day of June 2013 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018


Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of July 2013

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


J. Michael Pete, Vice President



Town Square Energy
New Hampshire
Electric Generation Disclosure Label
 Label date: May 7, 2014
 16233 Kenyon Avenue, Suite 210, Lakeville MN 55044
 1-877-430-0093 • www.TownSquareEnergy.com

Electric providers are required by the New Hampshire Public Utilities Commission ("NHPUC") to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities and provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility, competitive electric supplier, or by contacting [NHPUC](#).

| Power Sources | | NEPOOL Average System Mix | | |
|--|---------|---------------------------|-------------------|----------|
| Coal | | 5.61% | | |
| Natural gas | | 39.59% | | |
| Oil | | 6.64% | | |
| Nuclear | | 32.30% | | |
| Hydro | | 6.43% | | |
| Other Renewables | | 9.43% | | |
| Total | | 100.00% | | |
| Source: NEPOOL GIS reports for the 4 quarters ending Dec 31, 2013. TSE's Power Sources reflect the system mix. | | | | |
| NH Renewable Energy Certifications (RECs) | | | | |
| REC Type | | Number of RECs | Percent of NEPOOL | |
| Class I | | 1,812,774 | 4.33% | |
| Class II | | 11,312 | 0.03% | |
| Class III | | 667,253 | 1.59% | |
| Class IV | | 171,141 | 0.41% | |
| Total NH | | 2,662,480 | 6.36% | |
| Source: NEPOOL GIS reports for the 4 quarters ending Dec 31, 2013. | | | | |
| NH Renewable Portfolio Standards (RPS) | | | | |
| Year Required | Class I | Class II | Class III | Class IV |
| 2012 | 3.00% | 0.20% | 1.40% | 1.00% |
| 2013 | 3.80% | 0.20% | 1.50% | 1.30% |
| 2014 | 5.00% | 0.30% | 3.00% | 1.40% |
| 2015 | 6.00% | 0.30% | 8.00% | 1.50% |
| 2016 | 6.90% | 0.30% | 8.00% | 1.50% |
| Source: NHPUC. TSE's NH RECs requirements equal the RPS Standard. | | | | |

About Power Sources

Your electricity is transmitted across the New England electric system, which receives electricity from power plants throughout the region to meet the requirements of all customers in New England. The "NEPOOL System Mix" represents the percentage of power supply from each power source in the New England Power Pool ("NEPOOL"). Suppliers are responsible for generating or purchasing electricity that is added to the electric system in an amount equal to your electricity use.

About NH Renewable Energy

To promote the development of renewable and clean sources, NH through Renewable Portfolio Standard ("RPS") legislation ([RSA 362-F](#)), requires all Suppliers to acquire specific percentages of energy from renewable resources as evidenced by Renewable Energy Certifications ("RECs"). NH RPS sources defined as Class I sources include generation facilities that began operation after Jan 1, 2006 and produce electricity from wind energy; geothermal energy, hydrogen derived from biomass fuel or methane gas, ocean thermal, wave, current, or tidal energy, methane gas, or biomass. Displacement of electricity by end-use customers from solar hot water heating systems, incremental new production from Class III and IV sources, and existing hydropower and biomass facilities that began operation as a new facility through capital investment also qualify as Class I sources. Class II sources include generation facilities that produce electricity from solar technologies and began operation after Jan 1, 2006. Class III sources include generation facilities that began operation on or before Jan 1, 2006 and produce electricity from eligible biomass technologies having a gross nameplate capacity of 25 MW or less or methane gas facilities. Class IV sources, after the Jun 2012 enactment of SB 218 are now defined as: hydroelectric generation facilities that began operation on or before January 1, 2006, and when required, have documented applicable state water quality certification under section 401 of the Clean Water Act, and either: A) has a capacity of 5 MW or less and has actually installed upstream and downstream diadromous fish ladders; or B) has a capacity of 1 MW or less, is in compliance with applicable FERC fish passage restoration requirements, and is interconnected with an electric distribution system located in NH. Please note that the NHPUC has issued [Order 25,394](#) waiving its rule requiring Class IV facilities to have installed upstream and downstream diadromous fish passages.

NEPOOL Average Emissions

| Emission | Lbs per MWh |
|------------------------------------|-------------|
| Carbon Dioxide (CO ₂) | 885.57869 |
| Nitrogen Oxides (NO _x) | 1.25291 |
| Sulfur Dioxide (SO ₂) | 2.19692 |
| Carbon Monoxide | 0.81186 |
| Mercury | 0.00005 |
| Particulates | 1.66262 |
| Particulates (< 10 microns) | 0.65250 |
| Organic compounds | 0.05957 |

Source: NEPOOL GIS reports for the 4 quarters ending Dec 31, 2013. TSE's emissions reflect the system mix.

Air Emissions from Power Sources

The air emissions listed below are produced when certain fuels are used to generate electricity.

- **Carbon Dioxide (CO₂)** is released when coal, oil, natural gas, trash, methane, and biomass are burned. Carbon dioxide, a greenhouse gas, is thought to be a major contributor to global warming.
- **Nitrogen Oxides (NO_x)** are formed when fossil fuels, trash, methane, and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may contribute to respiratory illness. NO_x also accelerates vegetative growth in lakes and coastal waters which may lead to oxygen deprivation which is destructive to fish and other aquatic life.
- **Sulfur Dioxide (SO₂)** is formed when fuels containing sulfur are burned, primarily coal, oil, and trash. Health risks associated with SO₂ include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO₂ combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, is detrimental to crops and forests, and accelerates the deterioration of buildings and monuments.

For more information contact:
New Hampshire Public Utilities Commission
21 Fruit Street, Suite 10
Concord NH 03301
1-603-271-2431

[illegible]