

DM13-027

**Initial
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



**A division of Twin Cities Power, LLC,
A wholly-owned subsidiary of Twin Cities Power Holdings, LLC**
16233 Kenyon Avenue, Suite 210
Lakeville MN 55044



TWIN CITIES POWER

January 16, 2013

TABLE OF CONTENTS

| | Page |
|--|-------------|
| Cover Letter..... | 3 |
| Application | 7 |
| Attachment CL-1: Documentation of Relationships with New Hampshire Utilities..... | 13 |
| Attachment CL-2: Twin Cities Power, LLC Evidence of Good Standing with ISO-NE..... | 14 |
| Attachment CL-3: Documentation of Financial Security | 16 |
| Attachment A-9: Applicant's Authorization To Do Business in New Hampshire | 17 |
| Attachment A-10: Map of Intended Areas of Operation | 22 |
| Attachment A-20(a): Terms of Service – Residential & Small Commercial Customers | 24 |
| Attachment A-20(b): Electric Generation Disclosure Label | 31 |



16233 Kenyon Avenue, Suite 210

Lakeville, MN 55044

1-877-430-0093

www.TownSquareEnergy.com

customercare@townsquareenergy.com

January 16, 2013

New Hampshire Public Utilities Commission

Debra Howland, Executive Director

21 South Fruit Street, Suite 10

Concord, NH 03301-2429

**RE: Twin Cities Power, LLC d/b/a Town Square Energy
Application for License as a Competitive Electric Power Supplier**

Dear Ms. Howland:

Per the New Hampshire Code of Administrative Rules Part Puc 2003.01, enclosed please find the original, two copies, and an electronic copy in PDF format on flash drive of our Application for a New Hampshire Competitive Electric Power Supplier (CEPS) license.

Town Square Energy (TSE) is a division of Twin Cities Power, LLC (TCP) which is a wholly owned subsidiary of Twin Cities Power Holdings, LLC (TCPH). Since 2007, through its subsidiaries, TCPH has traded financial and physical electricity in wholesale markets managed by ISOs (independent system operators) or RTOs (regional transmission organizations) that are regulated by the FERC (Federal Energy Regulatory Commission). In addition, we trade other energy-related commodity derivative contracts on exchanges regulated by the CFTC (Commodity Futures Trading Commission). Wholesale markets in which we are currently active include:

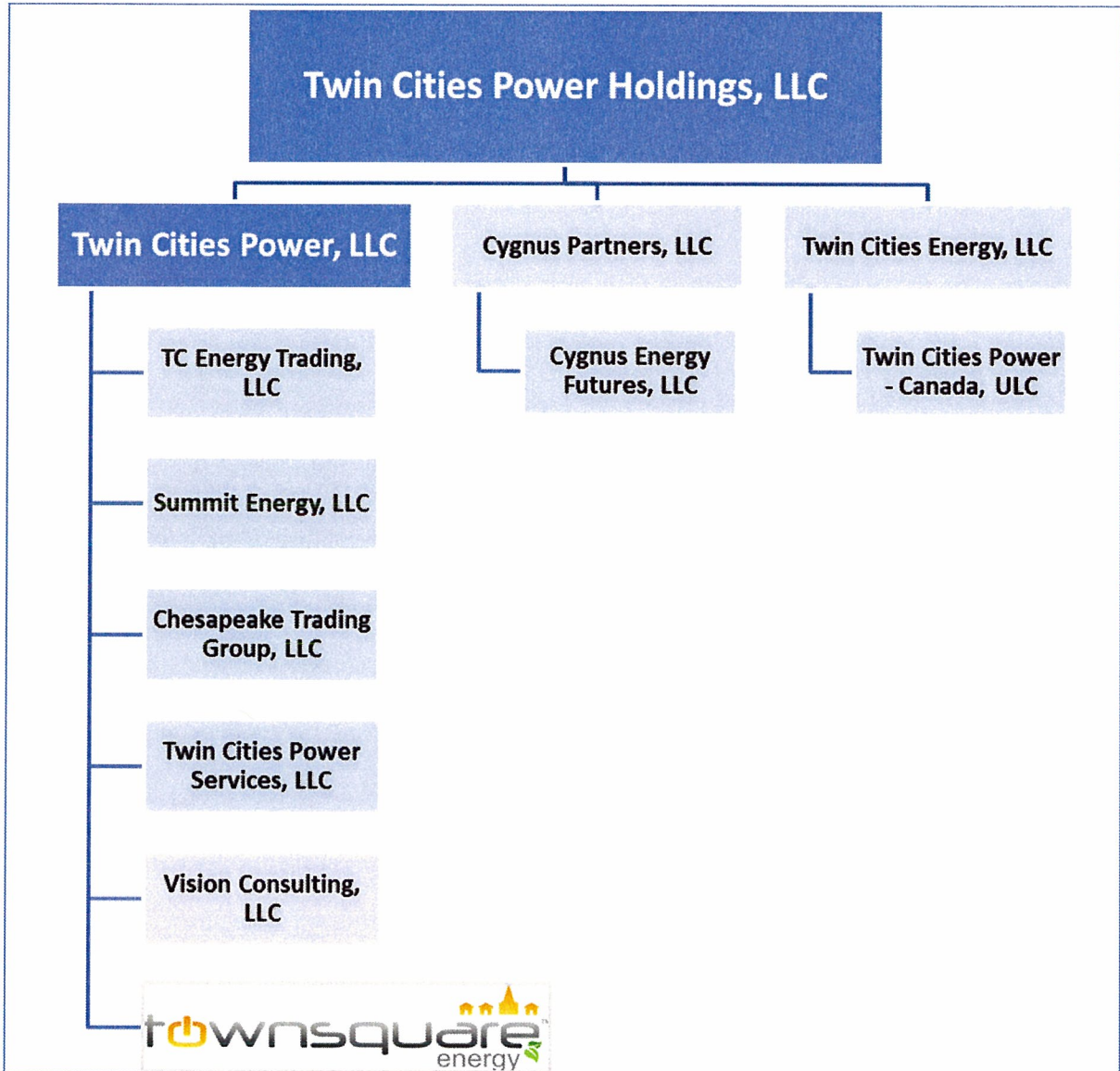
- Midwest Independent System Operator (MISO)
- Electric Reliability Council of Texas (ERCOT)
- PJM Interconnection (PJM)
- ISO New England (ISO-NE)
- New York Independent System Operator (NYISO)
- Ontario Independent Electricity System Operator (OIESO)
- Intercontinental Exchange® (ICE)
- Natural Gas Exchange Inc. (NGX)
- CME Group (CME)

On June 29, 2012, we entered into the retail electric supply business via the acquisition of the business and assets of CP&U (Community Power & Utility LLC) for \$160,000 in cash. Historically, CP&U served residential and small commercial markets in Connecticut. This business has been re-named "Town Square Energy". Please see our website at www.townsquareenergy.com for more information. You can also [view our filings with the Connecticut regulatory authorities](#).



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Our organizational structure is charted below:



As of June 30, 2012, TCPH employed 34 persons, including 22 electricity traders, 2 risk managers and market analysts, and 10 executive and administrative personnel. 33 of its employees are full-time and 1 is part-time, and it has 2 independent consultants under contract.



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customercare@townsquareenergy.com

Also as of June 30, 2012, we had a total of 5,456 membership units outstanding divided into two types. Our 496 preferred units are non-voting, incorporate a defined return, and have no governance rights. In contrast, the holders of the 4,960 common units outstanding control all corporate governance rights and own the residual financial interest.

Mr. Timothy S. Krieger (our founder, Chairman, and CEO) and Mr. David B. Johnson, a board member, via DBJ 2001 Holdings, LLC, an entity owned and controlled by him, own 4,435 and 525 of our common units or 89.4% and 10.6%, respectively.

While our equity is privately held, on May 10, 2012, our Form S-1 registration statement relating to the offer and sale of our Renewable Unsecured Subordinated Notes was declared effective by the SEC, and, consequently, we became a publicly-reporting company. The registration statement covers up to \$50,000,000 in principal amount of 3 and 6 month and 1, 2, 3, 4, 5, and 10 year notes and the offering commenced on May 15, 2012. You can [view all our filings with the SEC](#) for more information, including our annual audited financial statements for 2011 and 2010 (in [Form S1/A dated May 7, 2012](#)) as well as our most recent unaudited quarterly financials for the quarter and six months ended June 30, 2012 (on [Form 10-Q filed August 14, 2012](#)).

As required by Puc 2003.01(d)(1), we are currently in the process of establishing the appropriate contractual and electronic relationships with each of National Grid (formerly Granite State Electric Company), New Hampshire Electric Cooperative, Inc. (NHEC), Public Service Company of New Hampshire (PSNH), and Unitil Energy Systems, Inc. (UES). Our EDI vendor is Energy Services Group and we will provide you with the appropriate documentation as it becomes available as Attachment CL-1.

Pursuant to Puc 2003.01(d)(2), TCP, TSE's parent, is a member in good standing of ISO-NE and will procure power from the pool to serve its customers. See Attachment CL-2 for evidence of this relationship.

Pursuant to Puc 2003.01(d)(3), we have enclosed the appropriate registration fee of \$500.00.

Pursuant to Puc 2003.01(d)(4), we are currently in the process of obtaining the financial security required by Puc 2003.03 and will provide you with the appropriate documentation as it becomes available as Attachment CL-3.



16233 Kenyon Avenue, Suite 210

Lakeville, MN 55044

1-877-430-0093

www.TownSquareEnergy.com

customercare@townsquareenergy.com

Please feel free to contact me if you have questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Randal Miller". The signature is fluid and cursive, with a long horizontal stroke at the end.

Randal Miller

President, Town Square Energy

16233 Kenyon Avenue, Suite 210

Lakeville, MN 55044

(203) 644-0533

**Initial
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

Twin Cities Power, LLC d/b/a Town Square Energy

16233 Kenyon Avenue, Suite 210

Lakeville MN 55044

January 16, 2013

Application pursuant to Puc 2003.01(a) - Initial 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:

Twin Cities Power, LLC ("TCP"), a wholly-owned subsidiary of Twin Cities Power Holdings, LLC ("TCPH") doing business as Town Square Energy ("TSE")
<http://twincitiespower.com>
<http://townsquareenergy.com>

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

**16233 Kenyon Avenue, Suite 210
Lakeville MN 55044
(952) 241-3103
info@twincitiespower.com
<http://twincitiespower.com>**

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

Minnesota

(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 & Chairman of the Board of Governors, Twin Cities Power Holdings, LLC, tkrieger@twincitiespower.com**
- **David B. Johnson, Board Member, Twin Cities Power Holdings, LLC**
- **Mark A. Cohn, Board Member, Twin Cities Power Holdings, LLC**
- **William M. Goblirsch, Board Member, Twin Cities Power Holdings, LLC**
- **Wiley H. Sharp III, VP – Finance & CFO, Twin Cities Power Holdings, LLC, wsharp@twincitiespower.com**
- **Keith W. Sperbeck, VP – Operations, Twin Cities Power Holdings, LLC, ksperbeck@twincitiespower.com**
- **Stephanie E. Staska, VP – Risk Management, Twin Cities Power Holdings, LLC, staska@twincitiespower.com**
- **Randal G. Miller, President, Town Square Energy, rmiller@townsquareenergy.com**
- **William J. Bryce, Vice President, Operations & Business Development, Town Square Energy, wbryce@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

(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:

Mr. Bill Bryce
Customer Care Department
Twin Cities Power, LLC d/b/a Town Square Energy
16233 Kenyon Avenue, Suite 210
Lakeville, MN 55044
(877) 430-0093
customercare@townsquareenergy.com

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

Stephanie Staska, VP – Risk Management
16233 Kenyon Avenue, Suite 210
Lakeville, MN 55044
(952) 431-0415
sstaska@twincitiespower.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 A-9

(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 A-10.

(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;

None

(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

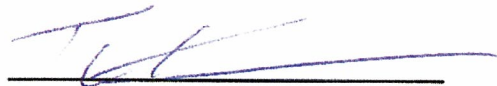
(20) A copy of each contract to be used for residential and small commercial customers;

See Attachments A-20(a) and (b).

(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:

Timothy S. Krieger, President and CEO, Twin Cities Power, LLC d/b/a Town Square Energy, has the authority to file this Competitive Electric Power Supplier Application on behalf of the Company and affirms that its contents are true, correct, and complete.

January 16, 2013



**Timothy S. Krieger, President and CEO
Twin Cities Power, LLC d/b/a Town Square Energy
16233 Kenyon Avenue, Suite 210
Lakeville MN 55044
(952) 431-0404**



ATTACHMENT CL-1

DOCUMENTATION OF RELATIONSHIPS WITH NEW HAMPSHIRE UTILITIES

TO COME



ATTACHMENT CL-2

TWIN CITIES POWER, LLC EVIDENCE OF GOOD STANDING WITH ISO-NE



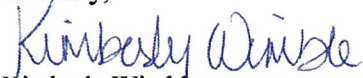
February 6, 2012

Twin Cities Power, LLC
16233 Kenyon Ave.
Suite 210
Lakeville, MN55044

To Whom It May Concern:

As of 02/06/12 Twin Cities Power, LLC is in good standing with EXHIBIT IA of the ISO NEW ENGLAND INC. TRANSMISSION, MARKETS AND SERVICES TARIFF.

Sincerely,


Kimberly Wimble
Business Analyst

ISO-NE Market & Credit Risk Department



ATTACHMENT CL-3

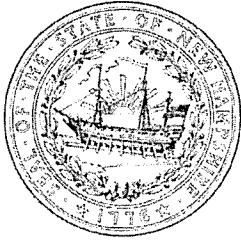
DOCUMENTATION OF FINANCIAL SECURITY

TO COME



ATTACHMENT A-9

APPLICANT'S AUTHORIZATION TO DO BUSINESS IN NEW HAMPSHIRE



State of New Hampshire
Department of State
Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Registration as a Foreign Limited Liability Company. 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 Registration as a Foreign Limited Liability Company.

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

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 684645

State of New Hampshire

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00

Form FLLC-1
RSA 304-C:12

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

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 Twin Cities Power, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is _____

THIRD: It is formed under the laws of Minnesota.

FOURTH: The date of its formation is July 13, 2006.

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 (electricity and natural gas)

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) 63 Pleasant Street, Concord, NH 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 3 Page(s)

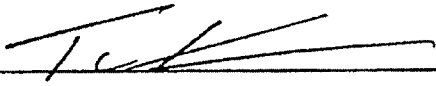


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Form FLLC-1 Page 1

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: 
Print or type name: Timothy S. Krieger
Title: Chief Executive Officer
Date signed: October 1, 2012

Complete address of person signing: 16233 Kenyon Avenue, Suite 210
Lakeville, MN. 55044

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

**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: Twin Cities Power, LLC

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

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

Contact Person: Dave Thompson

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: 10/1/12

Name (print): Wiley H. Sharp, III

Signature: 

Date signed: 10/1/12

Name (print): _____

Signature: _____

Date signed: _____



ATTACHMENT A-10

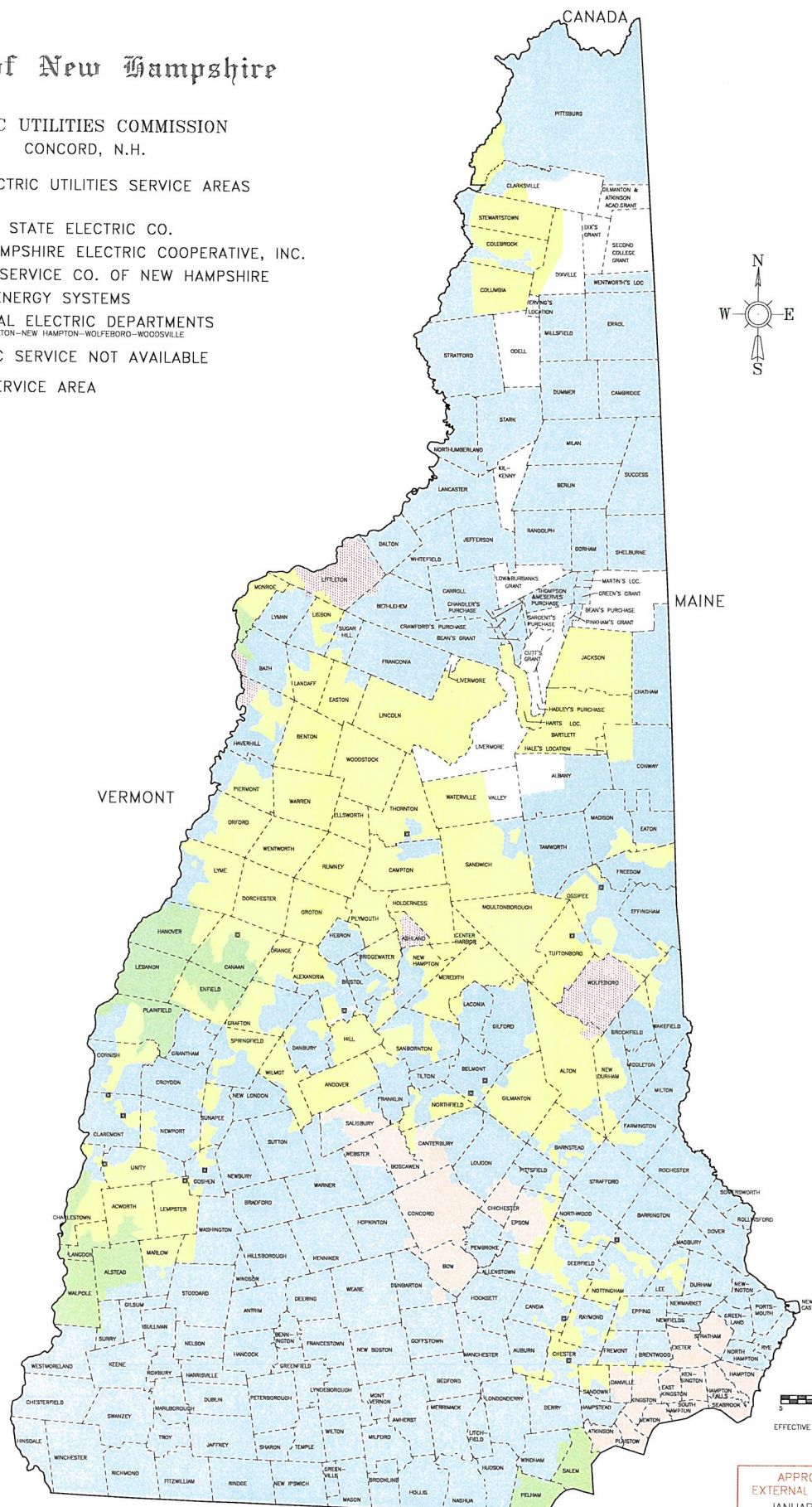
MAP OF INTENDED AREAS OF OPERATION

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



1/16/2013

MASSACHUSETTS

APPROVED FOR
EXTERNAL DISTRIBUTION
JANUARY 1, 2005
John G. Libby
Page 23 of 33
VERY



ATTACHMENT A-20(a)

TERMS OF SERVICE – RESIDENTIAL & SMALL COMMERCIAL CUSTOMERS



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:

National Grid (formerly Granite State Electric Company):

- 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.

- **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 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 ___.



ATTACHMENT A-20(b)

ELECTRIC GENERATION DISCLOSURE LABEL



Town Square Energy
New Hampshire
Electric Generation Disclosure Label
 Label date: November 5, 2012
 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 | 7.13% |
| Natural gas | 41.59% |
| Oil | 7.30% |
| Nuclear | 30.06% |
| Hydro | 6.82% |
| Other Renewables | 7.10% |
| Total | 100.00% |

Source: NEPOOL GIS reports for the 4 quarters ending Jun 30, 2012. TSE’s Power Sources reflect the system mix.

| NH Renewable Energy Certifications (RECs) | | |
|---|----------------|-------------------|
| REC Type | Number of RECs | Percent of NEPOOL |
| Class I | 329,413 | 4.15% |
| Class II | 2,701 | 0.03% |
| Class III | 158,839 | 1.97% |
| Class IV | 31,030 | 0.39% |
| Total NH | 519,983 | 6.55% |

Source: NEPOOL GIS reports as of Jun 30, 2012. TSE’s NH RECs reflect the system mix.

| NH Renewable Portfolio Standards (RPS) | | | | |
|--|---------|----------|-----------|----------|
| Year Required | Class I | Class II | Class III | Class IV |
| 2012 | 3.00% | 0.15% | 6.50% | 1.00% |
| 2013 | 4.00% | 0.20% | 6.50% | 1.30% |
| 2014 | 5.00% | 0.30% | 7.00% | 1.40% |
| 2015 | 6.00% | 0.30% | 8.00% | 1.50% |
| 2016 | 6.90% | 0.30% | 8.00% | 1.50% |

Source: NHPUC.

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 (CO2) | 885.57869 |
| Nitrogen Oxides (NOx) | 1.25291 |
| Sulfur Dioxide (SO2) | 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 Jun 30, 2012. 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 (NOx)** 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. NOx 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