

Dm 18-127



3950 E. Riggs Road, Suite 1
Chandler, AZ 85249
1 (877) 430 - 0093
www.TownSquareEnergy.com
customercare@townsquareenergy.com

NHPUC 10AUG18AM11:48

August 9, 2018

VIA FEDERAL EXPRESS

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

RE: Renewal of CEPS Registration of Town Square Energy, LLC ("TSE")

Dear Ms. Howland:

Enclosed please find original and two (2) copies of the CEPS Renewal Application for TSE consisting of the application form and the following attachments.

- Attachment A - Screen-shot of Secretary of State website
- Attachment B - NEPOOL Market Participant List reflecting TSE's membership.
- Attachment C - EDI Certification from each EDU that TSE is active with.
- Attachment D - Plan for In-person Solicitation
- Attachment E - Training Materials for In-Person Sales Representatives
- Attachment F - Identification of Third-Party Vendors
- Attachment G - Code of Conduct
- Attachment H - Field Audit Standards
- Attachment I - Sample Customer Contracts
- Attachment J - Copy of Surety Bond (Original will be filed separately)

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 Pete McCawley, Director of Operations at pmccawley@townsquareenergy.com or 1-973-438-5820.

Sincerely,

A handwritten signature in black ink that reads "Avi Keilson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Avi Keilson
Director of Regulatory Affairs



Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Commission of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>			
Applicant's General Information			
Puc 2006 01(a)	Legal Name	Town Square Energy, LLC	
	Trade Name (d/b/a) (if applicable)	N/A	
Puc 2006 01(b)	Business Mailing Address	3950 E. Riggs Rd. Suite 1 Chandler, AZ 85249	
	Telephone Number	877-430-0093	
	E-Mail Address	info@townsquareenergy.com	
	Website Address	www.townsquareenergy.com	
Puc 2006 01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	DELAWARE	
Puc 2006 01(d)	Provide 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) 1 if it is anything other than an individual. Use additional sheets as needed.		
	Name	Michael Stein	
	Title	Executive Chairman	
	Business Mailing Address	520 Broad Street Newark, NJ 07102	
	Telephone Number	973-438-3018	
	E-Mail Address	mstein@genie.com	
	Name	Randal Miller	
	Title	CEO	
	Business Mailing Address	3950 E. Riggs Rd Suite 1 Chandler, AZ 85249	
	Telephone Number	973-438-5821	
	Email Address	rmiller@townsquareenergy.com	
	Name	Alan Schwab	
	Title	President	
	Business Mailing Address	520 Broad Street Newark NJ 07102	
	Telephone Number	973-438-4343	
	E-Mail Address	aschwab@genieretail.com	

1 "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



Affiliates and Subsidiaries	
Puc 2006 01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.
	Name of Entity
	Business Address
	Telephone Number
	Provide a description of the business purpose of the entity.
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.
	Name of Entity
	Business Address
	Telephone Number
	Provide a description of the business purpose of the entity.

² "Affiliate" means any of the following:

- (a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- (b) Any person or entity that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;
- (c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- (d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.



Customer Service Department Contact		
Puc 2006 01(f)	Name	Tom Ponce
	Title	Customer Service Manager
	Toll-Free Telephone Number (if available)	877-430-0030
	Telephone Number	973-438-5813
	E-Mail Address	tponce@townsquareenergy.com

Customer Complaints Contact		
Puc 2006 01(g)(1)	Name	Tracie Riley
	Title	Customer Service Manager
	Business Mailing Address	Jamestown, NY
	Telephone Number	973-438-7292
	E-Mail Address	triley@genieretail.com

Regulatory Compliance Matters Contact		
Puc 2006 01(g)(2)	Name	Megan Bell
	Title	Compliance Manager
	Business Mailing Address	Jamestown, NY
	Telephone Number	973-438-7288
	E-Mail Address	mbell@genieretail.com

Commission Assessment Payments Contact		
Puc 2006 01(g)(3)	Name	Erin Bauers
	Title	Controler
	Business Mailing Address	3950 E. Riggs RD, Suite 1 Chandler, AZ 85249
	Telephone Number	973-438-5814
	E-Mail Address	ebauer@townsquareenergy.com



Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006 01(h)	Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or (2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.
Puc 2006 01(i)	Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or (2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.
Puc 2006 01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.
Puc 2006 01(k)	Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006 01(l)	List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area. EMERA, CMP
Puc 2006 01(m)	Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial. TOWN SQUARE ENERGY INTENDS TO SERVE RESIDENTIAL AND SMALL COMERCIAL CUSTOMERS.
Puc 2006 01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity. CT, MA, RI, ME & NH



Customer Complaints	
Puc 2006 01(e)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
	CT	MA	RI	ME Q2/18 START							
BILLING	12	8	0								20
MARKETING	28	7	4								39
GENERAL	17	20	7								44
											0
											0
											0
											0
											0
											0
											0
											0
Total	57	35	11	0	0	0	0	0	0	0	103



Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006 01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	NO
Puc 2006 01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	NO
Puc 2006 01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	NO
Puc 2006 01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	NO
Puc 2006 01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	NO
Puc 2006 01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.	

Telemarketing		
Puc 2006 01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006 01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	YES
Puc 2006 01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	YES
Puc 2006 01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-no-call list(s) or who are listed on the National Do Not Call Registry?	YES

In-Person Solicitation of Residential Customers		
Puc 2006 01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006 01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006 01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006 01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006 01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006 01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	



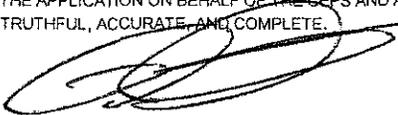
Sample Bill Form		
Puc 2006 01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	YES
Puc 2006 01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.	

Residential and Small Commercial Customer Contracts		
Puc 2006 01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2006 01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.	

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003 01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.	
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.		

Submit Application Fee (For Initial Applications Only)		
Puc 2003 01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.	
Note that there is no fee for a renewal application.		

Expected Marketing Start Date		
Puc 2006 01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	ON-GOING Date _____

Attestation and Signature		
Puc 2006 01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p>  <p>Signature of the applicant or its authorized representative</p> <p>Name: ALAN SCHWAB</p> <p>Title: PRESIDENT</p>	<p>8/8/18</p> <p>Date</p>

Filing Instructions		
<p>1) Mail an original and two paper copies of this form and all separate attachments to: Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to: <u>Executive.Director@puc.nh.gov</u></p>		

ATTACHMENT - A



Record ID: 20140005, Name: [redacted]

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Search Result

Business Name	Business ID	Alternate Name	Firm's Name	Business Type	Principal Office Address	Registered Agent Name	Status
Town Square Energy, LLC	694437	Town Square Energy, LLC		Foreign Limited Liability Company	3350 E. Regal Road Suite 100 Chandler AZ 85249 USA	CORPORATION SERVICE COMPANY	Good Standing

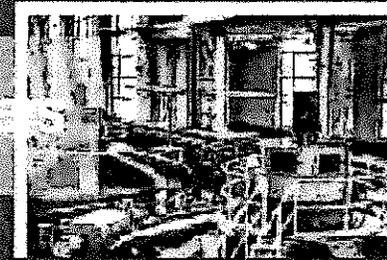
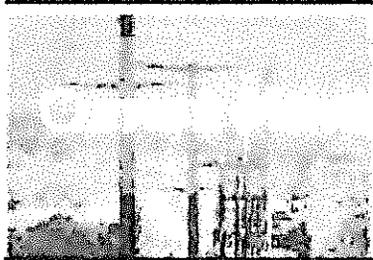
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ATTACHMENT - B



NEW ENGLAND POWER POOL



HOME ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS IMAPP Summer Mtg

Pre-Printed Rosters: Sector Roster Alphabetical (by Voting Member) Alphabetical (2d RNA) ISO-NE CAMS:

Aapest Power & Gas, LLC
 Apsara Center
 Apsinet Company
 ASEP Power, LLC
 Apera Energy, LLC
 Aqonquin Energy Services, Inc.
 Aphanteras Noble, LLC
 Aribit Northeast, LLC
 Ameresco, LLC
 American Power & Gas of MA, LLC
 American PowerNet Management, LP
 Amnopol, Fisher
 Amersand Energy Partners, LLC
 Anbaric Development Partners, LLC
 Anthony, Christopher, M.
 Antrim Wind Energy, LLC
 Appleton Wind Energy Partners, LLC
 Archer Energy, LLC
 AuburnFarm Municipal Light Plant
 Associated Industries of Massachusetts
 Astra Energy, LLC
 Athena Energy, LLC
 Atlanta Energy, LLC
 Avingard Renewables, LLC
 Backyard Farms, LLC
 Backyard Farms Energy, LLC
 Bath Iron Works Corporation
 BEPC, LLC plus a Great Backstop Energy
 Beacon Hill Energy, LLC
 Bear Swamp Power Company, LLC
 Belmont Municipal Light Department
 Berkshire Power Company, LLC
 Benet Station, LLC
 Birch, Brian Hydro Partners, LLC
 Blackstone Hydro, Inc.
 Black Island Power Company
 Bloom Energy Corporation
 Blue Sky East, LLC
 Blue Sky West, LLC
 BlueRock Energy, Inc.
 Boston Energy Trading and Marketing
 Boylston Municipal Light Department
 BR Energy Company
 Braintree Electric Light Department
 Bridgewater Power Company, LP
 Brookfield Energy Marketing Inc.
 Brookfield Energy Marketing LP
 Brookfield Renewable Energy Mtg, LP
 Brookfield White Pine Hydro, LLC
 Brookfield White Pine, LLC

Canvers Electric Division
 Carby Energy, LLC
 Dartmouth Power Associates, LP
 DC Energy, LLC
 Deepwater Wind Blocks and, LLC
 Devon Power, LLC
 Devonshire Energy, LLC
 DRG, ERG, CT, LLC
 Direct Energy Business, LLC
 Direct Energy Business Marketing, LLC
 Discount Power, Inc.
 Dominion Energy Generation
 Marketing, Inc.
 Dominion Energy Nuclear
 Connecticut, Inc.
 DTE Energy Trading, Inc.
 Dugan & Crowl Lumber Co., Inc.
 Dynesty Power, Inc.
 Dymag Marketing and Trade, LLC
 East Avenue Energy, LLC
 EDF Energy Services, LLC
 EDF Trading North America, LLC
 eKapital Investments, LLC
 Electricity Maine, LLC
 Electrolit, LLC plus eNH Power
 Electrical, Inc.
 Elgi Energy, LLC
 Emera Energy Services Sub No. 1, LLC
 Emera Energy Services Sub No. 2, LLC
 Emera Energy Services Sub No. 3, LLC
 Emera Energy Services Sub No. 4, LLC
 Emera Energy Services Sub No. 5, LLC
 Emera Energy Services Sub No. 6, LLC
 Emera Energy Services Sub No. 7, LLC
 Emera Energy Services Sub No. 8, LLC
 Emera Energy Services Sub No. 9, LLC
 Emera Energy Services Sub No. 10, LLC
 Emera Energy Services Sub No. 11, LLC
 Emera Energy Services Sub No. 12, LLC
 Emera Energy Services Sub No. 13, LLC
 Emera Maine, Inc.
 Enbridge Limited Partnership
 Energy Management, Inc.
 Energy New England, LLC
 Energy Federation, Inc.
 Energy ONE, LLC
 Energy Plus Holdings, LLC
 Energy Realists, LLC
 EnerNOC, Inc.
 Enerwise Global Technologies, Inc.
 Enerwise Power

GSP East Nation, LLC
 GSP Merrimack, LLC
 GSP Newington, LLC
 GSP Bohler, LLC
 GSP White Lake, LLC
 H.C. Energy Services, LLC, Inc.
 Hammond Be grade Energy, LLC
 Hammond Lumber Company
 Hampshire County of Governments
 Hancock Wind, LLC
 Hanover, NH, Town, LLC
 Harborside Energy of Massachusetts
 Harvard Dedicated Energy Limited
 High Line Foods, USA, Incorporated
 HIKO Energy, LLC
 Hingham Municipal Lighting Plant
 Holden Municipal Light Department
 Holyoke Gas & Electric Department
 Howard Wind, LLC
 HSE Hydro, NH, LLC
 Hudson Energy Services, LLC
 Hudson Light and Power Department
 Hul, Municipal Lighting Plant
 Inetec Energy Services, Inc.
 IDT Energy, Inc.
 Inetec Energy Alexandria, LLC
 Independence Energy Group, LLC
 Industrial Energy Consumer Group
 Industrial Power Services Corporation
 Inetec Power III, LP
 Inspire Energy Holdings, LLC
 Interstate Gas Supply, Inc.
 Invenergy Energy Management, LLC
 Ipxeva Power Partners, LLC
 Issaquah Municipal Light Department
 J. Amr & Company, LLC
 J.F. Gray & Associates, LLC
 Jersey Power, LLC
 Jasco Energy MA, LLC
 Jet Energy, LLC, Corp.
 Kandel Green Energy, LLC
 Kinergy Clark Corporation
 King Forest Industries, Inc.
 Klean Energy Systems, LLC
 Liberty Power Delaware, LLC
 Liberty Power Holdings, LLC
 Liberty, Utilites, Branch State Electric
 LifeEnergy, LLC
 Under Energy Services, Inc.
 Littleton, MA, Electric Light Dept

Nelson Energy Marketing
 Narragansett Electric Company
 National Gas & Electric, LLC
 Natural Resources Defense Council
 Neabus Power, LLC
 NEEM, LLC
 New Brunswick Energy Mtg, Corp.
 New England Confectionery Co., Inc.
 New England Energy Connection, LLC
 New England Power Company
 New England Wire Technologies Corp.
 New Hampshire Electric Coop., Inc.
 New Hampshire Industries, Inc.
 NH Office of Consumer Advocate
 New Hampshire Transmission, LLC
 New York State Electric & Gas, Inc.
 NextEra Energy Marketing, LLC
 NextEra Energy Maine, Inc.
 NextEra Energy Resources, LLC
 NextEra Energy Westbrook, LLC
 Niagara Wind Power, LLC
 Nordic Environmental Power, LLC
 Nordic Energy Services, LLC
 North American Power and Gas, LLC
 North Abbeville, LLC Electric Dept
 Northern States Power Company
 Norwalk Power, LLC
 Norfolk Municipal Light Department
 NRC Canal, LLC
 NRC Curtailment Solutions, Inc.
 NRG Power Marketing, LLC
 NSTAR Electric Company, Inc.
 Eversource Energy
 NTE Connecticut, LLC
 Number Nine Wind Farm, LLC
 North Corporation of America, Inc.
 Oada Power, LLC plus Oada Energy
 Connecticut, Inc.
 Ontario Power Gen, Energy Trading
 Ontario Power Generation, Inc.
 Orid Energy Rhode Island, LLC
 Pacific Summit Energy, LLC
 Palmetto Power, MA, LLC
 Passaic Utility District
 Patriot Partners, LLC
 Pawtucket Power Holding Company
 Peabody Municipal Light Department
 Peabody Municipal Light Plant
 Peabody Power, LLC
 Peabody Energy, LLC

East Anselm College
 Paradise Energy East, LLC
 Paradise Power, LLC
 Seneca Energy II, LLC
 SFE Energy Connecticut, LLC
 SFE Energy Massachusetts, LLC
 Shell Energy North America, LP
 Shipyard Brewing Co., LLC
 Shipyard Energy, LLC
 Shrewsbury Electric & Cable Operations
 SmartEnergy Holdings, LLC
 Solex Energy, LLC
 Somerset Power, LLC
 South Hadley Electric Light Department
 South Jersey Energy Company
 South Jersey Energy, LLC
 Soak Energy, LLC
 Spartan Energy, Corp.
 Springfield Power, LLC
 Spruce Mountain Wind, LLC
 SRETrade, Inc.
 Staron Energy, Inc.
 Sterling Municipal Electric Light Dept
 Station Holdings, LLC
 Station Wind II, LLC
 Stored Solar, LLC
 Stokes Electric Department
 Summer Energy Northeast, LLC
 Sunwave USA Holdings, Inc.
 Sustaining Power Solutions, LLC
 SWEE Development USA, LLC
 Swift River Trading Company, LLC
 Sycamore Lexington, LLC
 Telen Energy Marketing, LLC
 Tangent Energy Solutions, Inc.
 Taunton Municipal Lighting Plant
 TCEC Power Ltd.
 TEC Energy, Inc.
 Templeton Municipal Lighting Plant
 Tenaska Power Management, LLC
 Tenaska Power Services Co.
 Texas Retail Energy, LLC
 The Energy Consortium
 The Energy Council of Rhode Island
 Titan Gas, LLC
 Torolink Trading, LLC
 Town of New Sharon, Rhode Island
 Town Square Energy, LLC
 Transcontinental

ATTACHMENT - C



Unitil

Unitil Energy Systems, Inc.

Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Town Square Energy, LLC
Represented by: Bill Bryce

Issued by: Unitil Energy Systems
Represented by: Lisa Glover, Energy Analyst

Date: September 17, 2015

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Town Square Energy, LLC (formerly known as Twin Cities Power, LLC). As of September 17, 2015, Unitil Energy Systems does hereby declare Town Square Energy, 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

Town Square Energy, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Town Square Energy, 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
September 17, 2015

Lisa S. Glover
Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_supplierservices@unitil.com



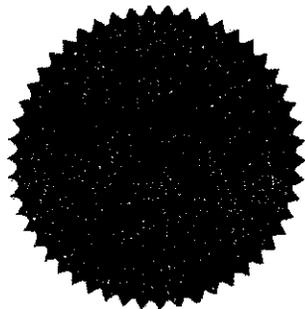
**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Town Square Energy

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



Granted: 08/27/13

Aaron Downing

Aaron Downing
PSNH Supplier Services



**Public Service
of New Hampshire**

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

The Northeast Utilities System

08/27/13

Town Square Energy
16233 Kenyon Ave., Suite 210
Lakeville, MN 55044

Dear Bill,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and Town Square Energy have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Town Square Energy is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

Thanks once again Bill for your interest and I look forward to working with you in the future.

Sincerely,

Aaron Downing
PSNH Supplier Services

ATTACHMENT - D

Puc 2006.01(t)(1)

TSE's mission is to build long-term customer relationships by offering retail energy products and home services with an emphasis on value. It is our vision that TSE becomes the trusted choice for energy consumers' homes and businesses. We operate our business with an effective and low cost operating structure, expert energy sourcing and risk management skills, and industry leading marketing capabilities built on industry leading values and integrities.

ATTACHMENT - E

Puc 2006.01(t)(2)

TSE Representative Training

Town Square Energy

Training Agenda

- Town Square Energy Sales Training
- Utility Reference Guide
- Rate Sheets
- Sales Sheets
- Sales Workflow
- Sales Training Quiz
- Processes & Requirements
- Compliance Training
- Compliance Quiz

In addition to the required training, vendors are required to review all sales and marketing collateral with representatives and provide on-the-job monitored training as part of their obligation. Upon completion of training, all representatives **MUST** sign the **Training Acknowledgement form**.

Vendors maintain all tests. However, vendors **MUST** submit all Training Acknowledgement forms, along with training rosters to onboarding@genieretail.com.



CORE VALUES

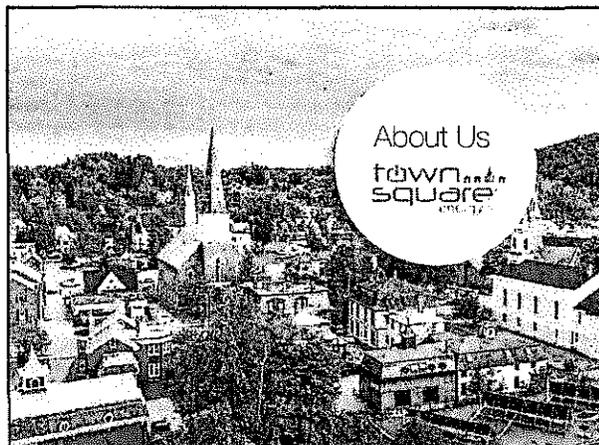
Town Square Energy was founded upon, and continues to operate under, a set of Core Values which apply to all employees and all contractors working on behalf of the company.

Respect for People

Highest Ethical Behavior

Safety & Health

townsquare ENERGY
10000 N. GILBERT AVENUE, CHANDLER, AZ 85226



ABOUT TOWN SQUARE ENERGY

- Founded in 1999
- Headquartered in Chandler, AZ
- Operates as a Retail Energy Provider
- Supplies electricity to tens of thousands of customers across several states

townsquare ENERGY
10000 N. GILBERT AVENUE, CHANDLER, AZ 85226

WELCOME TO TOWN SQUARE ENERGY

We are excited to have you represent Town Square Energy!

We have partnered with your company based on your reputation to provide superior sales experiences

Sales representatives have a most important role

In conveying our company's values
Your professional and courteous interactions with consumers support the outstanding reputation Town Square Energy has developed

We have put our trust in you to be our brand ambassador.

Our role is to support your efforts so together we can continue to make Town Square Energy the very best energy supplier

townsquare ENERGY
10000 N. GILBERT AVENUE, CHANDLER, AZ 85226

OUR GROWTH & SOLID REPUTATION IS BUILT ON:

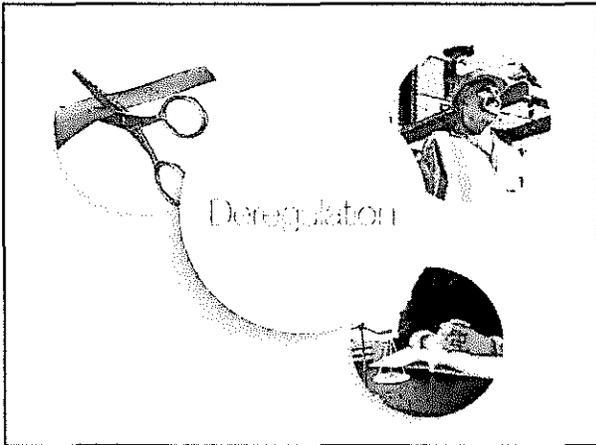
Products and offers
suitable for the energy needs of a variety of consumers

Partnering with professional sales organizations
-like yours-

Promotions that put money back in the hands of our customers

Explore the company at
www.TownSquareEnergy.com

townsquare ENERGY
10000 N. GILBERT AVENUE, CHANDLER, AZ 85226



ELECTRIC UTILITY -VS- REPS

The Utility
Owns and operates the infrastructure (poles & wires) through which the electricity is delivered to the customer's home or business. The utility reads the meter, responds to emergencies and handles the billing of its own charges and the REP's charges.

The REP (TOWN SQUARE ENERGY)
Purchases electricity on the wholesale electric markets and arranges for the utility to deliver it to the customer's home or business.

QUICK HISTORY OF DEREGULATION

- Monopoly** - Historically, natural gas and electricity were distributed to consumers in the US by utilities with MONOPOLY franchises granted by state and local governments
- Strict regulations** - These divided states into regions, with ONE local utility company granted exclusively over the generation, transmission and distribution of electricity or natural gas in each region
- Regulated the prices** - State regulators regulated the prices that the local utility companies charged consumers for electricity and natural gas. Consumers had no choice. All their utility services, known as BUNDLED services, were provided by one utility company.

- Deregulation in 1990s** - Beginning in the mid-1990s, individual states began to deregulate and open their retail energy markets to COMPETITION, providing consumers with the ability to choose their energy supplier
- Right to choose** - Deregulation allows for consumers to have the right to choose who supplies their energy and benefit from innovative plans and offers

Customer FAQ

How can you offer me electricity?
Through the deregulation of the energy industry, you can choose Town Square Energy or another company to provide your electricity. Town Square Energy is FULLY LICENSED AND APPROVED by the state/local regulators and utilities.

Will I save money by switching?
That depends on the current offers, the price volatility in the market, and the local utility company's rates. There is no guarantee of savings. However, we have plans that offer price protection against volatility and spikes in the market as well as other features that help you manage your energy needs.

HOW IT WORKS:

Utilities continue to deliver the electricity and natural gas to consumers, much like the telephone industry.

- Service:**
The local utility continues to service the consumer
- No interruption in service:**
The account is still managed by their local utility as it always has been
- Billing remains with Utility:**
 - A consumer's energy bill is made up primarily of two main charges:
 - Supply (generation) charges
 - Delivery (distribution) charges
 - The other, smaller portions of the bill consist of tariff, taxes and transmission charges

Customer FAQ

Are you replacing my local utility?
No - your utility will continue to service your account, send you one bill for all charges and provide emergency service. Everything remains the same except you will see Town Square Energy and your new rate listed on the utility bill.

Will my service be interrupted in order for the switch to occur?
Never. Switching to Town Square Energy will never result in an interruption of your service.

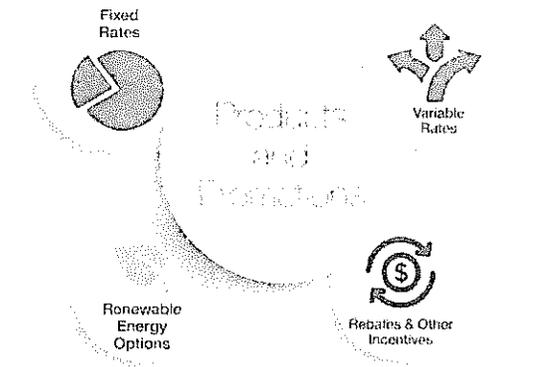
Customer FAQ

Q Will my local utility treat me differently if I switch?
A Of course not. Remember, they will continue to deliver your energy, service your account and bill you.

Q What are the benefits of switching to Town Square Energy?
A We provide consumers with innovative plans and services, like Guaranteed Price Protection plans and Green "Renewable" Energy plans. And Town Square Energy customers may be eligible for special promotions and always receive great customer service.



Products and Promotions

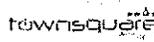


Fixed Rates

Variable Rates

Renewable Energy Options

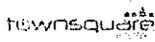
Rebates & Other Incentives



Customer FAQ

Q Do many people "switch" from the utility to a Retail Energy Provider like Town Square Energy?
A That varies by state, for example nearly 200,000 in CT and over 500,000 consumers in MA have switched in the millions that have exercised their right to choose a Retail Energy Provider like Town Square Energy.

Q What if I change my mind?
A We respect your right to choose as much as your right to change your mind. You have a "RISK-FREE" RESCIND PERIOD in which to change your mind.



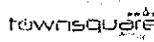
BENEFITS

CHOICE:
 A variety of rate plans to choose from including:
 • Green "Renewable" Electricity
 • Fixed Rate Terms
 • Variable Rate Plans

VALUE:
 A variety of promotions and added value offers including:
 • Rebates
 • Price Protection

CUSTOMER SERVICE:
 Team of energy experts that have made customer service their Number One Priority

IN-HOUSE, U.S.-BASED CUSTOMER CARE
 representatives located in our corporate offices for a TOTAL TEAM EFFORT



PLEASE PAUSE THIS POWERPOINT PRESENTATION TO DISCUSS ANY QUESTIONS YOU MIGHT HAVE.
 (Click to restart)

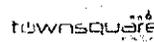


PRODUCTS & PROMOTIONS

RENEWABLE
 • 100% matched with renewable energy certificates
 • represents generation from resources like wind, sun, and running water (hydro)
 • additional charge of up to \$0.93/kWh
 • a monthly fee may apply in certain markets (confirm with manager)

LOCKED/FIXED
 • peace of mind and security
 • a locked rate for a specific term
 • available in certain markets only, check availability

VARIABLE
 • fluctuates based on numerous factors - see Terms & Conditions
 • may change the rate without additional notice
 • may include additional promotions



Renewable Energy

Renewable energy is generated from natural processes that are continuously replenished. This includes sunlight, geothermal heat, wind, tides, water, and various forms of biomass. This energy cannot be exhausted and is constantly renewed.

Non-renewable energy is generated from sources that will run out or will not be replenished in our lifetimes—or even in many, many lifetimes. Most non-renewable energy sources are fossil fuels: coal, petroleum, and natural gas. Carbon is the main element in fossil fuels.



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100% Renewable Energy
100% Customer Satisfaction



Third Party Verification

Sales & Enrollment



Qualifying Prospect



Setting Expectations

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100% Renewable Energy
100% Customer Satisfaction

Renewable Energy

One major advantage of renewable energy is NO pollution.

Whereas non-renewable energy requires the burning of fossil fuels that produce photochemical pollution from Nitrous Oxides, and acid rain from Sulfur Dioxide. Burning fuels also produce greenhouse gases including vast amounts of Carbon Dioxide that may be causing the phenomenon of global warming that the planet is currently experiencing

The main advantages of non-renewable energies is that they are abundant and affordable, although harmful to our environment. Fossil fuels are non-renewable and will eventually run out because we are using them much faster than they can be restored within the earth.

Renewable energy, however, relies on the weather for its source of power and is infinite. Hydro generators need rain to fill dams to supply flowing water, wind turbines need wind and solar panels need sunlight.

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100% Renewable Energy
100% Customer Satisfaction

SALES TRAINING

As 'The Voice of the Brand', you play an important role.

Consumers will determine their impression of the brand based on how you interact with them.

Town Square Energy provides you with the information and guidelines you need to make a lasting positive impression for the brand

- Customizing your sales offer
- Qualifying prospects
- Analyzing your competitors
- The sales cycle
- Handling objections
- Closing your deals with ease



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100% Renewable Energy
100% Customer Satisfaction

Renewable Energy Certificates

Consumers can now do their part to help the environment!

By choosing our Renewable Energy Options Plan, consumers are choosing to purchase electricity that is 100% matched with Renewable Energy Certificates (RECs) representing the generation of electricity from renewable resources like running water, wind, solar and biomass.

What are RECs and what does the above mean?

RECs or Renewable Energy Certificates serve as written proof that 1 megawatt hour of electricity was generated from an eligible renewable energy source. They are issued once that electricity is generated and delivered to the electricity grid. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource. The electricity grid, however, cannot differentiate between renewable and non-renewable energy. Therefore, when you choose the Renewable Energy Options Plan, Town Square Energy will purchase RECs in order to match the green attributes with the non-renewable electricity being supplied. This ensures the non-renewable energy used is 100% offset by electricity generated from renewable sources.

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100% Renewable Energy
100% Customer Satisfaction

UNDERSTANDING RATES & OFFERS

As a sales representative, you have been trained on how the deregulated energy market works

- Passing the Sales & Compliance quizzes is the first step to becoming an energy sales professional.
- Please review all sales and marketing collateral with your manager as rates and offers tend to change.
- Also, stay on top of energy news and trends – be informed!



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100% Renewable Energy
100% Customer Satisfaction

UNDERSTANDING RATES & OFFERS

- SHARE:** Share your expertise with prospective customers
- BE DIRECT:** Confidently stating your name, the name of the company you represent and the purpose of your visit instills confidence and trust with the customer
- KNOWLEDGE:** Stick to your approved workflow, know your product and have confidence in your presentation
- QUESTIONS:** Life is unscripted - you may need to address questions and comments that are not covered, if you don't know the answer, do not make one up. Refer the question to your supervisor
- LISTEN:** Hear the customer and answer the questions THEY are asking, don't respond to questions with the answers YOU want them to hear
- MENTORS:** Learn from your mentors and peers to maximize sales opportunities



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THE UTILITY BILL

A customer's utility bill contains important information that helps the customer make an informed decision. Reviewing a bill with a customer will allow you to:

- NAME AND ADDRESS?** Confirm the exact way the utility lists the customer's name and address. This improves utility accept rates.
- AUTHORIZED NAME?** Confirm the name of the account holder. Are you speaking to this person or an authorized representative?
- ACCOUNT NUMBER?** Obtain the required utility account information, account number and other utility specific details. (Check the utility reference guide for account # length and other required information.)
- VALUE?** Determine what the customer is currently paying and if your offer has value.
- FEE'S:** Identify if the customer is already with a competitive supplier. If so, the customer should be made aware that he/she may be subject to termination fees when switching.
- PAYING BILLS?** Possibly determine if the customer is on a financial payment plan or he/her account is in arrears.



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PROSPECTS

Not every lead is a qualified prospect. Here are some examples of prospects that are not qualified. Should you encounter any one of these unqualified prospects, politely end the sales pitch.

- 1. Only one witness next to the account holder to sign for the product.**
(Check the Processes & Requirements Document - Authorized Person)
- 2. Elderly, visibly unstable, non-verbal or otherwise unable to understand or make decisions.**
- 3. Someone who appears to be a "fly-by-night" or "one-time" offer.**
Use your best and conservative judgment when encountering the elderly, mentally impaired or hearing impaired. Ask yourself, "If this person was my relative or loved one would I feel okay with someone selling to him/her?"



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Third Party Verification (TPV)

MOST sales are Third Party Verified by phone (TPV). Some may be submitted via paper contracts, tablet or other devices where available.

This ensures that the customer fully understands and agrees to the Town Square Energy offer. It is your responsibility to properly present the offer and prepare the customer to complete the TPV.

- DETAILED:** Go over all of the program details with the customer BEFORE starting the TPV process.
- NO COACHING:** Once the TPV starts, sales agents cannot answer questions nor coach the customer.
- BEFORE TPV:** Do not rely on the TPV to solely confirm offer details; everything must be covered during the sales process.



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RESPECTING PROPERTY

Respect ALL "No Soliciting" and "No Trespassing" signs and rules



- No means just that - NO!
- If you inadvertently enter a no trespassing area and are told to leave, do so quickly and politely AND don't come back!
- DO NOT walk on people's lawns and DO NOT litter!
- Make sure you secured all permits and licenses before entering any area!

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SAMPLE TPV QUESTIONS

Are you at least 18 years old and authorized to make decisions regarding this account?



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SAMPLE TPV QUESTIONS

Are you at least 18 years old and authorized to make decisions regarding this account?

Do you understand that Town Square Energy is not the local utility company and that you are not required to take your electricity supply from Town Square Energy, and that you can choose to remain with your utility company or choose a different provider?

Did the sales representative explain that he/she represents Town Square Energy and not your local utility company?

The price for your electricity/natural gas supply service will be a [Fixed/Variable] Rate of [rate] cents per kWh/therm

Your service will start with your meter reading date after the utility processes your enrollment, and will continue for an initial term of [XX] billing cycles



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Additional Requirements to Consider

- **DIFFERENT REQUIREMENTS:** Each state has different requirements when it comes to the enrollment process
- **ENROLLMENT FORM:** Some states may require an Enrollment Form be completed along with the TPV
- **ADDITIONAL INFORMATION:** Additionally, states may require specific information to be given to the customer at the point of sale, prior to the initiation of the TPV
- **ADDITIONAL DOCUMENTS:** Please refer to the Processes & Requirements document/in-Person Requirements document for specific details regarding additional state requirements



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SETTING CUSTOMER EXPECTATIONS

Once the sales process is finished and the TPV completed, customers can expect:

- **WELCOME PACKET:** To receive a Welcome Packet within a few days, outlining everything that was agreed to on your sales visit.
- **WELCOME CALL:** To receive a Welcome Call within a few days, welcoming him/her to Town Square Energy and inquiring about his/her experience with the sales representative.
- **UTILITY BILLING:** To see Town Square Energy listed on the utility's bills the electricity supplier within 1 or 2 bill cycles.
- **BENEFITS:** To receive excellent service and other benefits as an Town Square Energy customer.
- **CONSUMER PROTECTION:** Where permitted by regulation to roll to a variable rate plan after completion of the initial term of any fixed-rate plan without prior notice.
- **EMAIL:** Customers also have the option to receive this information via email. Therefore, please make sure to encourage customers to provide their email address.

A great customer experience with the best supplier in town!

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- It's a flexible Supply Rate that is set by Town Square Energy based on numerous factors as described in the T&Cs. This rate may be higher or lower than the utility's rate in any particular month.
- It's a guaranteed locked Supply Rate for a specific term. This plan provides peace of mind and security against spike in rates. There are no early termination fees associated with this plan.
- It's whatever Supply Rate you choose for however long you'd like. There is no early termination fee at all.

6. Please explain the Renewable Options Program offered by **Green Choice**.

- It's an electricity Supply Plan where the energy you use comes from 100% renewable energy. Renewable energy comes from fossil fuels like coal, oil and gas. There is no additional charge per kWh associated with this option and there is no monthly fee.
- It's an electricity Supply Option that is 100% matched with renewable energy certificates. Buying "Renewable" means that you are supporting the generation of electricity from natural renewable resources such as wind, sun and running water. This option does includes an additional charge of up to \$.03/kWh and a monthly fee may apply in certain markets (please confirm with manager).
- It's an electricity Supply Plan that is 100% matched with recycled materials. Recycling helps to reduce the pollution caused by waste. There is no additional charge per kWh associated with this option and there is no monthly fee.
- It's an electricity Supply Plan that allows every customer to renew their rate every year at no additional cost.

7. Please explain the Rebate Promotion offered by **Green Choice** ?

- For all variable rate products, customer can earn a 7% Cash Back Rebate on his/hers first 7 months of electricity supply. The rebates will only be earned and paid if customer's relevant account is active and in good standing (fulfilled with a Master Gift Card). Customers will have 60 days to complete a validation process, according to the instructions sent to the customer after 7 full bill cycles.
- For all fixed rate products, electricity or gas, customer can earn 5% Cash Back Rebate on supply every 6 months (fulfilled with a Master Gift Card). Customers will have 60 days to complete a validation process, according to the instructions sent to the customer after each consecutive set of 6 full bill cycles.
- For all fixed and variable rate products, electricity or gas, customer can earn 5% Cash Back Rebate on supply every 6 months (fulfilled with a Visa Gift Card).

Customers will have 60 days to complete a validation process, according to the instructions sent to the customer after each consecutive set of 6 full bill cycles.

For budget billed plans only, customer can earn 5% Cash Back Rebate on supply every 6 months that is fulfilled with a check. Customers will have 60 days to complete a validation process, according to the instructions sent to the customer after each consecutive set of 6 full bill cycles.

8. Explain the LED bulb promotion offered by _____ ?
- After 120 days of active service, fixed rate customers will be sent a 4-Bulb Value Pack of SATCO LED A19 60W Replacement bulbs, so long as the customer's relevant account is active and in good standing.
 - After 90 days of active service, variable rate customers will be sent a 2-Bulb Value Pack of GREEN LED 30W Replacement bulbs, so long as the customer's relevant account is active and in good standing.
 - After 60 days of active service, variable rate customers will be sent a 4-Bulb Value Pack of SATCO LED A19 60W Replacement bulbs, so long as the customer's relevant account is active and in good standing.
 - After 30 days of active service, budget billed customers will be sent a 6-Bulb Value Pack of SATCO DELL 60W Replacement bulbs, so long as the customer's relevant account is active and in good standing.
9. When did energy deregulation begin and what does it do for consumers?
- In the 1980's. It restricts a consumer from having a choice of who supplies his or her energy supply.
 - In the 1990's. It allows a consumer the right to install solar panels.
 - In the 1990's. It provides consumers with the ability to choose their energy supplier and benefit from innovative plans and offers.
 - None of the above
10. True or False? Prior to energy deregulation, strict regulations divided states into regions, with one local utility company granted exclusivity over the generation, transmission and distribution of electricity or natural gas in a designated area.
- True False
11. True or False? A consumer's energy bill is made up primarily of two main charges; Supply (generation) charges and Delivery (distribution) charges. _____ charges will show up under the Delivery Charges.
- True False

12. Which of the below are not qualified prospects to enroll with **Town Square Energy**?

- Someone who is NOT the account holder or authorized person
- People lacking a strong command of the language you are speaking
- Anyone who does not appear to fully understand the offer
- All the above

13. True or False? As the Voice of the Brand, you play an important role. Consumers will determine their impression of the brand based on how you interact with them.

- True
- False

14. What is Budget Billing and does **Town Square Energy** offer Budget Billing?

- Budget Billing allows for customers to budget their monthly expenses that the utility will help reimburse. Town Square Energy does not offer Budget Billing in any area. Agents should inform customers to contact the public utility commission for further information.
- Budget Billing is a government assistance program that is designed to help consumers with financial assistance to offset the costs of heating and cooling residences and have their residences weatherized to make them more energy efficient.
- Budget Billing allows for customers to spread out payments evenly throughout the year. From time to time the account may be trued up in order to account for any overpayments or deficits. Town Square Energy does not offer Budget Billing in any area. If so desired, customers should be instructed to contact the utility to ensure Budget Billing is set up for both the Supply and Delivery portion of the bill. Agents should also check the Utility Reference Guide for full details.
- None of the above

15. What document should be referenced to confirm information about Budget Billing, Rescission Period, Account # length and other utility bill information required for enrollment?

- What's On Your Bill Document
- Rate Sheets/Sales Sheets
- Utility Reference Guide Document
- Workflow Document

16. True or False? In all markets serviced by **Town Square Energy**, it is mandatory for consumers to switch energy suppliers. Otherwise, one will be assigned to them by the utility.

- True
- False

17. True or False? In the markets serviced by **the competitive energy providers**, the utility companies may also supply energy. However, regardless of who supplies the energy, the utility companies are responsible for the delivery of electricity & natural gas to all homes and businesses via the utility's own distribution infrastructure. Utility companies will also continue to read meters, provide customer service, assist with any utility related emergencies and handle billing.

- True False

18. What is the electricity unit of measurement?

- Kilowatt Hour (kWh)
 Kilograms
 Kilometers
 Therm or Ccf

19. True or False? Your job, as a professional sales representative, is to provide consumers with detailed information about Energy Deregulation, **the competitive energy providers**, and **the competitive energy providers** products and promotions. Once a customer has complete and comprehensive knowledge of the above and provides consent to enroll with **the competitive energy providers**, you may help facilitate the customer's request to enroll.

- True False

20. True or False? Customers will NOT receive any welcome packets from **the competitive energy providers**, Quality Assurance calls from **the competitive energy providers**, and no confirmation letter of the enrollment from utility companies.

- True False

ATTACHMENT - F

Puc 2006.01(t)(3)

Vendors

1. Platinum Advertising
2. LoneStar Marketing.

ATTACHMENT - G

Puc 2006.01(t)(4)

Code of Conduct

Town Square Energy, LLC

Compliance Training Manual

Table of Contents:

1. Town Square Energy Core Values
2. Basic Compliance Terms
3. Marketing Standard Basics
4. State Specific Requirements for In-Person Marketing
5. Enrollment Form QA Process
6. Town Square Energy Code of Conduct & Corrective Action Plan
7. Customer Confidentiality Policy
8. After an Enrollment Authorization
9. Truth in Caller ID Act
10. Complaints and Investigation

Town Square Energy Core Values

Town Square Energy was founded upon, and operates under, a set of Core Values which apply to all employees and all contractors working on behalf of the company. Strict adherence to these core values is a condition of employment by, and/or contracting with, Town Square Energy.

- **Respect for People**
We treat our employees, contractors, customers and other stakeholders with professionalism, dignity and respect. The company will not tolerate discriminatory behavior, especially in regard to race, religion, age, gender or sexual orientation.
- **Highest Ethical Behavior**
We conduct ourselves and our business affairs in accordance with the highest ethical standards and in compliance with all applicable laws, striving always to be a respected corporate citizen wherever we operate.
- **Safety and Health**
We share a personal and professional commitment to protecting the safety and health of our employees, our contractors, our customers and the people of the communities in which we operate.

Basic Industry Compliance Terms

- **Administrative Code**
A compilation of regulations passed by a regulatory body, such as a Public Utility/Service Commission.
- **Assistance Program**
Aid offered by the utility company or other entity to assist qualifying customers in paying or reducing their utility bills based on income and other factors. In some states, a customer who is on a payment assistance program is ineligible to switch to an energy supplier. (See assistance program document for a breakdown by state).
- **Complainant**
An individual or company that submits or files a complaint.
- **Curfew**
A regulation dictating the time frame during which one is not permitted to conduct telemarketing or door-to-door marketing activities in a particular State, City or Territory. Town Square Energy always follows the stricter limitations of any given area.
- **Customer**
An individual or company that purchases energy for consumption in a business or residence.
- **Do Not Call (DNC)**

A consumer may request that he/she not be contacted by telephone for marketing purposes. In accordance with FTC and FCC guidelines, these requests must be honored. A consumer may place his/her phone number on a National or State Do Not Call registry. All organizations are also required to keep and maintain internal Do Not Call Lists. Telemarketers may not call phone number on one of these lists.

- **Do Not Knock (DNK)**

A consumer may request that he/she not be contacted at home or business by direct in-person marketers. Town Square Energy maintains an internal list of these requests.

- **Formal Complaint**

Town Square Energy's term for a complaint that is received from a State Commission, Consumer Advocate or Better Business Bureau. This type of complaint may have been escalated from an internal complaint. A large number of formal complaints can have serious consequences for the supplier that is the subject of the complaints; from fines and suspension, to revocation of the supplier's license to market in a specific territory.

- **Internal Complaint**

Town Square Energy's classification of a complaint that is received from a customer through Town Square Energy's Customer Service or Quality Control channels but has not yet been escalated.

- **Marketing Standards**

Rules and Regulations of State Commissions or other government entities detailing the requirements that Marketing Representatives must follow when marketing for an Energy Supplier.

- **Price to Compare**

Price to Compare is the price per kilowatt-hour (kWh) or Therm that the electric or gas utility will charge to provide generation/supply to default service customers. It can be used as a comparison tool to help a customer decide if they can save money by choosing a supplier. If a supplier's price per kWh or Therm is less than the listed Price to Compare, the customer would save money by choosing that supplier. In many utility territories, the Price to Compare appears on the customer's electric or gas bill.

- **Slamming**

Switching energy service without a customer's approval. This practice is illegal and penalties are enforced by all State Commissions as well as by Town Square Energy.

- **State Commissions**

Governing bodies that regulate electric, gas, steam, telecommunications and water utilities on the State level. These Commissions include:

- i. New Jersey Board of Public Utilities
 - ii. Pennsylvania Public Utility Commission
 - iii. Massachusetts Department of Public Utilities
 - iv. Public Utilities Commission of Ohio
- **Terms and Conditions**

The non-negotiable terms of the contract between a supplier and a customer. Suppliers must provide a written Terms & Conditions document to all customers. To ensure that the customer receives it, Town Square Energy usually sends it to the customer upon the completion of the enrollment authorization process as part of the Welcome Packet.
 - **Universal Background Check**

The process of researching and compiling criminal records, commercial records and/or financial records of an individual for screening purposes. Background checks may include the following record types: criminal, arrest, incarceration, sex offender, citizenship, immigration, or legal working status, driving and vehicle records, and employment records.
 - **Welcome Packet**

Written material sent to the customer after the customer's enrollment authorization. This packet typically contains a Welcome Letter, the Terms & Conditions document, and any additional disclosures required by law or regulation.

Marketing Standard Basics

- Marketing Representatives SHALL NOT imply that they are representing a utility
- Marketing Representatives SHALL NOT imply that they are representing any entity other than Town Square Energy
- Marketing Representatives SHALL NOT engage in slamming
- Marketing Representatives SHALL NOT misrepresent Town Square Energy's offer or program or provide deceptive information to the customer to entice them to enroll
- Marketing Representatives are to always follow the rules, regulations and policies set forth by Town Square Energy as well as all State and Local jurisdictions including curfews, call time restrictions and permit requirements
- All written materials provided to a customer MUST be in a language that the customer understands

Do's & Don'ts

- **Do** identify yourself as working/calling on behalf of Town Square Energy in the beginning of every sales pitch.

- **Do** mention that Town Square Energy is an energy supplier that is approved by the respective State Public Utility/Service Commission.
- **Do** confirm that the enrollment is being completed by an authorized party (The determination of who is an authorized party varies depending on state requirements. See the sales training packet for specific details on the State in which you are selling Town Square Energy's services).
- **Do** leave the customer's premises immediately if asked to do so.
- **Do** ensure that the sales presentation and TPV enrollment process is completed in the customer's primary language.
- **Do** provide all details to a customer regarding any eligible promotions and the requirements of a customer to receive these benefits.
- **Don't** pitch or attempt to enroll a customer that seems to be unable to understand what you're saying due to a mental disability, hearing impairment, language barrier, etc.
- **Don't** provide misleading or deceptive information to a customer.
- **Don't** imply that you are working/calling on behalf of a utility company!
- **Don't** state or even imply that Town Square Energy will guarantee savings.
- **Don't** write any information, with the exception of your name and contact information, on any marketing collateral or enrollment documents/Terms & Conditions.

State Specific Requirements for In-Person Marketing

As we move toward implementing new technology, some of the documents discussed below may become obsolete. Until such time, the Representative should submit all required forms to Town Square Energy for processing. Furthermore, in states that require "wet" or electronic (i.e., Maryland & Ohio)" unless Representatives are using "Bring Your Own Device" (BYOD) or tablets to capture and submit the customer's enrollment request, they should also provide customers with a copy of the Enrollment Form.

Maryland

State regulation requires Town Square Energy to notify the Public Service Commission (PSC) and utility of any door-to-door activity. Therefore, we require all vendors to provide detailed information of ANY door-to-door activity in the state of MD. Notice is required no later than the "morning of the day" marketing begins. A time period for anticipated activity is required (either "xx/xx/xx to xx/xx/xx" or "Month of ____" is acceptable). Also, a geographic area in the municipality (city, borough, township, or zip codes) for the specified time period must be included with the notification. Changes in activity must be shared immediately with Town Square Energy. At the "point of sale,"

the Marketing Representative MUST provide the customer with the Contract Summary, Terms & Conditions and Notice of Cancellation form.

Pennsylvania

Per Regulation 111.14 of the administrative code, Town Square Energy is required to notify the Public Utility Commission (PUC) of any Door-to-Door activity. Therefore, we require all vendors to provide detailed information of ANY Door-to-Door activity in the state of PA. Notice is required no later than the "morning of the day" marketing begins. A time period for anticipated activity is required, either "xx/xx/xx to xx/xx/xx" or "Month of ____" is acceptable. Also, a geographic area in the municipality (city, borough, township, or zip codes) for the specified time period must be included with the notification. Changes in activity must be shared immediately with Town Square Energy. At the "point of sale," the Marketing Representative MUST;

- State the purpose of his/her visit
- State that he/she does not represent the utility company
- Provide a contract summary and Disclosure Statement (Terms & Conditions) to the customer at the beginning of the presentation and explain to the customer that the documents describe all of his/her rights and obligations.
- Explain that if the customer switches to Town Square, his/her utility bill will contain Town Square Energy's charges for generation (supply) and the utility's charges for delivery.
- In explaining any eligible promotion to a customer, all details of the promotion must be disclosed.
- State that if a customer purchases electricity from Town Square, his/her utility will continue to deliver the energy and will respond to leaks or emergencies
- Confirm that the price offered to the customer by Town Square Energy, matches the price that appears on the contract summary and Disclosure Statement.
- Leave the premises and not take part in the TPV
- Provide a copy of the Enrollment Form and Contract Summary Form (When an enrollment form is used to complete an authorization.

New Jersey

At the "point of sale" the Marketing Representative MUST provide the potential customer with a copy of the Enrollment Form (if no TPV will be performed), the Contract Summary, and the Terms & Conditions.

Ohio

The Marketing Representative MUST leave the customer's premises and cannot take part in the TPV process. The marketing representative MUST provide the potential customer with a copy of the Terms & Conditions.

Massachusetts

- Targeting and/or taking advantage of any consumers, especially the elderly and/or those with disabilities.
- Misrepresenting Town Square Energy's programs or promotional offers to a consumer (for example, promising guaranteed savings or a guaranteed rate per unit where one is not specified).
- Threatening, harassing, intimidating or pressuring a customer to enroll.
- Entering a customer's residence without the customer's express permission, or refusing to vacate the premises upon request.
- Displaying threatening or harassing behavior when asked to vacate the premises. (All such requests by customers, property managers and/or authorities in the field, to vacate premises should be escalated to managers and reported to Town Square Energy).
- Entering any location clearly marked with "NO Solicitation" or "NO Trespassing" signs.
- Treating any co-worker, customer, competitor or anyone else encountered while performing duties on behalf of Town Square Energy in a discriminatory manner, in violation of our Core Values.
- Disclosing or sharing confidential Town Square Energy business information with unauthorized persons. This includes discussions of company operations, products or business practices via print or electronic media, including social media.

Town Square Energy Code of Conduct Corrective Action

- Disciplinary action shall be based upon the severity of the infraction.
- Hearsay complaints will not subject a Marketing Representative to suspension or termination. Only evidence of wrongdoing will result in such action.
- Complaints are to be designated as "First-time Offense," "Second-time Offense," "Pattern," or "Unacceptable."
 - First-time Offense: Representative to receive verbal warning and Town Square Energy to direct vendor to redo Representative's compliance-training.
 - Second-time Offense: Representative to receive written warning and Town Square Energy may request that vendor suspend Representative for up to three (3) days and redo compliance-training. Two offenses in a six-month period will result in a minimum 3 day suspension
 - Pattern (3 or more) Offenses: Representative may be suspended or terminated.
 - If Representative has 3 or more complaints within a 90-day period, he/she will be suspended from campaign with reactivation approved only by the head of Compliance after Representative has

- o successfully repeated Town Square Energy's sales and compliance training program.
- A Pattern of unproven deceptive marketing, unauthorized enrollment or unprofessionalism (rude) complaints will be treated as a "Second- time Offense" as listed above.
- o Unacceptable: Representative may be suspended or terminated. Any accusation of an unacceptable offense shall result in the immediate suspension of the Representative pending a formal investigation by Compliance. If the evidence supports, the Representative is then terminated and shall be barred from doing any future business with Town Square Energy. Unacceptable offenses include but are not limited to;
 - Misrepresenting oneself as an employee of a public utility and/or government agency.
 - Achieving enrollment through fraudulent means (slamming).
 - Knowingly processing enrollments from an unauthorized party.
 - Breaking any laws.

NOTE: Please note, Town Square Energy may skip any step(s) of the disciplinary process outlined above if Town Square Energy, in its sole discretion, deems it necessary after investigation and analysis of the entire situation, the past practices of Town Square Energy and the Representative and the specific circumstances of any particular infraction.

Customer Confidentiality Policy

We recognize and respect our customer's expectation of privacy. This involves being sensitive to how customers want or don't want their information to be used or shared. It is the policy of Town Square Energy that both the personal records of our customers and the relationships between Town Square Energy and our customers are kept confidential. No employee, other than those specifically authorized to do so, shall divulge customer information or records of a customer to any third party except when approved, such as during the TPV process.

If personal customer information is provided to a third party in an approved manner, we will expect that the third party adhere to similar privacy principles that provide for keeping such information confidential. We have placed restrictions on how customer account information can be disclosed.

We have established security standards and procedures to protect customer information from unauthorized use, whether inside or outside the organization. Employee access to personally identifiable information is limited to those employees with a business reason

for knowing such information. We educate our employees so that they understand the importance of confidentiality and customer privacy. We will also take disciplinary measures to enforce employee privacy responsibilities. It is also the policy of Town Square Energy to cooperate with governmental agencies in their properly-made, legitimate requests for information.

After an Enrollment Authorization

Welcome Packet

A Welcome Letter, the Terms & Conditions, and any other disclosure documents required by law or regulation, are sent to the customer.

Right to Rescind

Each State Commission requires a "cooling off period" during which a customer can contact Town Square Energy to rescind his/her account enrollment. The time frame allotted for rescission varies by state. Please reference the Utility Reference guide for all rescission timelines.

Starting Supply Service with Town Square Energy

Completing an enrollment authorization via third-party verification (TPV) or wet/electronic signature will trigger the enrollment process with Town Square Energy. If the enrollment is accepted, the customer will begin to receive energy supply service from Town Square Energy in accordance with the incumbent utilities' enrollment procedures. In some instances, depending on the utility and commodity, this may coincide with the next meter read date or the first of the month.

Cancelling supply service with Town Square Energy

If a customer chooses to cancel his/her enrollment with Town Square Energy he/she may do so by calling Town Square Energy Customer Service at 1-888-828-7374 or by calling the local utility. The cancellation will occur in accordance with the incumbent utility's cancellation procedures. In some instances, depending on the utility and commodity, this may coincide with the next meter read date or the first of the month.

NOTE: Most Pennsylvania electric utilities can now perform cancellations in three days in most cases.

Truth in Caller ID Act

In light of recent enforcement actions taken by the FCC, we wanted to take this opportunity to remind our vendors about the issue of "spoofing."

What is spoofing and how does it work?

"Spoofing" occurs when a caller deliberately falsifies the information transmitted to your caller ID display to disguise their identity. Spoofing is often used as part of an attempt to trick someone into giving away valuable personal information so it can be used in fraudulent activity or sold illegally. U.S. law and FCC rules prohibit most types of spoofing.

What are the FCC rules regarding caller ID for telemarketers?

FCC rules specifically require that a telemarketer:

- Transmit or display its telephone number or the telephone number on whose behalf the call is being made, and, if possible, its name or the name of the company for which it is selling products or services.
- Display a telephone number you can call during regular business hours to ask to no longer be called. This rule applies even to companies that already have an established business relationship with you.

Therefore, it's important to know that under the Truth in Caller ID Act of 2009, FCC rules prohibit any person or entity from transmitting misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongly obtain anything of value. Illegal spoofing can result in penalties of up to \$10,000 for each violation.

To ensure compliance with FCC rules, all contracted vendors selling on behalf of any of Town Square Energy are required to provide Town Square Energy's Compliance Department with a complete list of active DIDs, which they actually own, lease or control. Furthermore, all vendors must ensure that the telephone numbers used allow for a callback into their centers and provide consumers with the option to opt-out of any further calls. More importantly, even if the number is no longer being used to display on caller ID's, the number and option to opt-out must remain active for a period of three months or for the duration of that specific campaign, whichever is longer, before completely being deactivated.

Complaints and Investigation

Town Square Energy has processes in place to investigate, respond to and resolve all internal as well as formal complaints

- As part of the investigative process, Town Square Energy's Complaint Department may reach out to the Marketing Representative for information.

Town Square Energy requires the following from all vendors and Marketing Representatives in the case of a complaint investigation

- Vendor's Quality Control personnel ONLY to conduct an immediate investigation and if needed contact the customer. However, if the complaint reads, "Please DO NOT contact the customer and add the customer's information to your no

solicitation list.”, then vendors and marketing representatives SHOULD NOT contact the customer under any circumstances.

- At no time should the Marketing Representatives be contacting the complainant.
- Any contact with the complainant, by QC personnel, should be completed by phone or in writing. At no time should there be in-person contact.
- Detailed and truthful response to the complaint with all complaint investigation questions answered to the best of their ability.
- All responses must be received by Town Square Energy within 24 hours for a formal complaint and 7 days for an internal complaint.

Do Not Call/Knock Requests

- Any customer request to not be contacted by Town Square Energy marketing must be sent to Town Square Energy’s Complaint Department to have the request processed and submitted to all National and/or State Do Not Call registries.

Compliance Monitoring

- In some states, all customer service calls and sales calls that result in a sale are recorded and stored.
- On a regular basis Town Square Energy reviews/monitors sample sales calls from each vendor (pre-record or live) to ensure compliance.
- If improper sales are identified, Town Square Energy reviews additional sales made by the Representative to determine if any other sales were improper.

Town Square Energy Processes & Requirements

Table of Contents:

1. Training Process
2. In-Person Sales Requirements
3. Telephonic Sales Requirements
4. Office Operating Requirements
5. Authorized Person to Enroll by State
6. Glossary of Industry Terms

Training Process

Town Square Energy, LLC (TSE) provides all training material to its contracted sales vendors with the expectation that the material will be provided, reviewed and studied by any Marketing Representative that will be representing the TSE Brand. Prior to going out to the field and/or getting on the phones, each Representative must confirm, by signing the Training Acknowledgement form, that he or she has reviewed, understood and successfully completed each step of TSE's Training Program and has passed both the Sales and Compliance quizzes with a score of 80 or higher.

New Hire Training Process

Day 1 "Classroom Setting":

- New Hires are to be trained by a certified trainer, manager or senior leader within the sales vendor's organization on all material provided including all compliance policies and procedures.

Day 2 and 3 "On the Job Training":

- New Hires should shadow the Trainer/Senior Agent in the field/on the phones for 2 days. However, if the Trainer feels a New Hire is ready after his or her first day of "On-the-job-training," then he or she can move on to conducting sales. During this phase of training, new hires should;
 - Observe
 - Listen
 - Reference Training Materials
 - Ask Questions
 - Take Notes

Day 4 and 5 "Conducting Sales":

- New Hires will conduct sales while being monitored by the Trainer/Senior Agent.
- Trainer will provide real time advice & methods of improvement during this time.

Ongoing Training and Probationary period

- All New Hires should have a probationary review of their performance at least 3 times during their first 90 days.
- During the review New Hires should have the opportunity to ask questions and receive feedback on their presentation and performance.
- During the review the Trainer should provide observational information to the New Hire to assist with his or her overall performance and presentation.

Quarterly Training Refresher

- On a Quarterly basis, vendors should conduct refresher sessions with all active Marketing Representatives to ensure adherence to our policies and procedures and to determine the Representatives' strengths and weaknesses.
- Topics reviewed should include adequate sales techniques, products, promotions, workflows, compliance, relevant laws and regulations, Sales "Do's and Don'ts", appropriate industry terminology, and general knowledge regarding energy choice (deregulation).
- All Marketing Representatives should receive individualized refresher training based on topics in which weakness is identified.

In-Person Sales Requirements (D2D Only)

Marketing Representatives who contact customers in person SHALL:

- Produce identification which is visible at all times, and which;
 - Prominently display in reasonable size type face the full name of the Representative.
 - Display a photograph of the Representative and depicts the legitimate trade name and logo of TSE.
- Offer a business card or other material that provides the Representative's name, I.D. number, and title, and TSE's contact information for inquires, verification and complaints.
- Start all sales pitch presentations with his/her name.
- Explain that TSE is an independent energy marketer and identify himself or herself as a Representative of TSE.
- Explain that he/she does not represent the utility company and explain the purpose of the solicitation.
- Explain that the customer's utility will bill for TSE's charges and will continue to bill for the delivery of the electricity and/or natural gas.
- Explain that if the Customer switches to TSE, his/her utility will still continue to deliver their energy and respond to leaks and emergencies
- IMMEDIATELY Leave the premises of a customer when requested to do so by the customer or the owner or occupant of the premises.
- Provide all documents to the customer in a language that the customer understands
- Explain the documents to the customer and review the customer's rights and obligations.
- Terminate the conversation if a language or communication barrier is found.

Dress Code:

All door-to-door Representatives **MUST** wear:

- TSE branded shirt, a solid color polo shirt or a button down shirt (Business Casual – tie optional). Blue Jeans are allowed as long as they are presentable and well-fitting without any holes
- TSE badge & TSE branded lanyard around the neck (nowhere else)

Door-to-door Representatives must **NOT** wear:

- Sports team jerseys
- Any type of branded ball cap (only TSE logo ball caps allowed)
- Torn or revealing clothing, including distressed jeans
- Any type of printed shirts or sweat shirts

NOTE: All Representatives **MUST** carry their state ID when marketing.

Curfew:

In all states that TSE operates in, door-to-door marketing is permitted during the following hours:

- 9 a.m. to 7 p.m. from October 1 to March 31,
- 9 a.m. to 8 p.m. from April 1 to September 30.

State of OHIO requires 9am to 7 pm all year.

When a local ordinance has stricter limitations, Representatives **MUST** comply with the local ordinance.

Permitting Requirement:

Representatives must adhere to any Non-Trespassing, Non-Solicitation, or Do-Not-Knock regulations, and must obtain any permits required for “peddling” or “soliciting” in assigned markets. Keep in mind that some territories require registration on a state level while others may require registration with the local authorities. Please discuss with your manager if unsure.

IMPORTANT NOTE: If stopped by the police for not having the required permits, or for any other reason, the representatives **MUST** inform the police that they are Independent Agents working directly for your organization, not employees of TSE or any of its affiliates.

Required Documents at Point of Sale:

Each state has its own requirements regarding which documents must be presented to the potential customer during the sales presentation. In order to comply with those requirements, Residents Energy will provide these documents to our partners to distribute to marketing representatives selling on our behalf. Please review the approved workflows, which specify the types of documents that must be presented.

Note: For “Table Top” and Retail Store enrollments that will not be verified by third-party verification, you must also obtain customer’s signature on an Enrollment Identification form.

Policy on Recruiting and Hiring Field Agents

- No recruiting (poaching) of representatives allowed from other vendors that are also selling on behalf of any Genie Retail Energy brand (knowingly or unknowingly).
 - If this occurs, the identified representatives will be deactivated and will not be allowed to sell on behalf of the recruiting brand pending further review.
 - The identified representatives, however, may be permitted to return to the vendor that they were recruited from initially as long as the other vendor will take them back.
- Prior to onboarding a representative, vendor must determine whether the representative worked for any Genie Retail Energy brand within the last 30 days.
 - If not, the representative is eligible for onboarding, assuming that he/she meets all other requirements.
 - If yes, vendor must obtain a release from the other vendor or the respective Genie Retail Energy brand.
 - If the representative was terminated by another vendor or Genie Retail Energy for violation of laws and/or policies, the agent is not eligible for rehire to sell on behalf of any Genie Retail Energy campaign with any vendor.
 - If the representative was terminated for other reasons such as; attendance, productivity, disagreement, etc... vendor should use its best judgement in deciding whether to onboard.
- If vendor is unable to obtain a release from the other vendor or from the respective Genie Retail Energy brand, a 30-day non-circumvent policy will take effect (cooling-off period), after which the representative may then sell on behalf of the respective Genie Retail Energy brand with the new vendor.

Telephonic Sales Requirements (TM only)

Marketing Representatives who contact customers by telephone for the purpose of selling any product or service offered by the supplier shall:

- Provide the Marketing Representative’s first name and upon request, agent identification number.
- State the name of the supplier on whose behalf the call is being made.
- Identify himself or herself as a representative of that specific supplier.
- Explain that the supplier is an independent energy marketer.

- Explain that he or she does not represent the utility company.
- Explain the purpose of the solicitation.
- Clearly indicate that taking service from a supplier will not affect the customer's distribution (delivery) service and such service will continue to be provided by the customer's utility.
- Upon the customers' request, remove the customer's name from the marketing database by adding the customers' information to the company's Do Not Call list.

NOTE: Where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the Marketing Representative or where the customer or third party informs the Marketing Representative of this circumstance, the representative should immediately attempt to transfer the customer to a Representative who speaks the customers' language. If such a representative is not available, the Representative should politely terminate the call or politely leave the premises.

Qualifying Requirements

To enroll with TSE the potential customer **MUST**:

- Be the Account Holder or person authorized by the Account Holder to enroll.
- Be at least 18 years of age
- Not have plans relocate or terminating his/her service within the next 60 days.
- Not be on an assistance program that restricts him/her from choosing a supplier.
- Not have a language barrier or other communication barrier such as age or disability capacity, which could hinder his/her decision making and understanding.

NOTE: Marketing Representative should discontinue his or her attempt to enroll a customer if the customer fails to meet any of these requirements.

Office Operating Requirements

Vendors **MUST** ensure the following minimum requirements are met at each of their marketing offices that are selling on behalf of Residents Energy:

- Office managers **MUST** have access to ALL updated Residents Energy marketing collateral and training materials as well as be able to make them available upon request to an Residents Energy auditor or sales manager (printed or digitally).
- Office managers **MUST** be able to produce training acknowledgment forms, for ALL active Marketing Representatives, upon request of an Residents Energy auditor or sales manager (printed or digitally).

- Office managers **MUST** provide Marketing Representatives with easy access to ALL Residents Energy marketing collateral and ALL Residents Energy training materials for reference at any time.
- For all scheduled site visits by a Residents Energy auditor or sales manager, office managers **MUST** ensure that ALL active Marketing Representatives are present barring any unforeseen circumstances.

Office managers **MUST** ensure that Marketing Representative Rosters are up to date and accurate at all times (provide updates at least weekly to Residents Energy).

Authorized Person to Enroll by State

TSE is a retail supplier of electricity. To ensure compliance with all laws and regulations, TSE's policy is to accept enrollments only from the **individuals described below** per state and either **18 years of age or older**.

New Jersey

- Account Holder
- Any other person authorized by the Account Holder to switch suppliers

Pennsylvania

- Account Holder
- Any other person authorized by the Account Holder to switch suppliers

Maryland

- Account Holder

Ohio

- Account Holder (referred to in the OH regulations as the "Customer of Record")
- Any other person authorized by the Account Holder to switch suppliers

New Hampshire

- Person whose name appears on the utility account ("Account Holder")

Connecticut

- Account Holder
- Any other person authorized by the Account Holder to switch suppliers

Rhode Island

- Account Holder
- Any other person authorized by the Account Holder to switch suppliers

Massachusetts

- Account Holder
- Any other person authorized by the Account Holder to switch suppliers

Maine

- Account Holder
- Any other person authorized by the Account Holder to switch suppliers

Glossary of Industry Terms

Budget Billing (BB)

BB allows consumers to avoid seasonal peaks in their electricity bills by dividing their payments evenly over the course of a year. It makes it easier for consumers to budget and pay their energy bill each month, because they'll know their regular payment amount in advance. The monthly BB installment amount is established based on past energy usage patterns at the consumer's current service location. The consumer's bill will show the current BB balance and after a specified period of time a final true-up (settlement) will be performed. Many utility companies offer BB programs. However, some utility BB programs do not accommodate customers who purchase their energy from an independent supplier such as TSE.

Ccf (One hundred cubic feet) and a therm

Units of measure used for natural gas by all U.S. utilities. 1 Ccf of natural gas equals 1.03 therms and therefore, 1 therm equals .97 Ccfs. An average residential customer uses approximately 80 therms per month (960 therms/year).

Contract Summary

A document required by regulation in many states. It summarizes the most important provisions of the customer's contract with energy supplier, such as the term, rates and termination fees. The document is designed after the "Schumer Box," which has been used by credit card companies for many years.

Deregulation

The revision, reduction, or elimination of laws and regulations that hinder free competition in supply of goods and services, thus allowing market forces to drive the economy. In 1996, the Federal Energy Regulatory Commission's (FERC) order 888, required utilities to open their transmission lines to competitors. Soon after, energy deregulation gave consumers the right to select an energy supplier other than the local utility company.

Electric Distribution Company (EDC)

Utility companies are known by many names across the U.S. In Pennsylvania the electric utility company is referred to as the Electric Distribution Company (EDC) and the gas utility company is the Natural Gas Distribution Company (NGDC). In Maryland

the Local Distribution Utility (LDU), in New Jersey they are the Electricity Distribution Utility (EDU) and the Natural Gas Utility (NGU).

Energy Service Companies (ESCOs)

Energy suppliers like TSE are known by a variety of acronyms across the U.S. Below is a list of acronyms for some of the territories that TSE operates in.

- **Pennsylvania**: Electric Generation Supplier (EGS), and a Natural Gas Supplier (NGS).
- **New Jersey**: Third Party Supplier (TPS).
- **Maryland**: Alternative Electric and Natural Gas Supplier (AES/NGS).
- **Ohio**: Competitive Retail Electric Service (CRES). Provider and Competitive Retail Natural Gas Service (CRNGS) Provider.

Grid

This is the transportation highway over which electricity travels from supplier to customer. It's a network for the transmission of electricity throughout the state, region or nation. The term is also used to refer to the layout of an electric distribution system.

HEAP (Home Energy Assistance Program)

A federally funded energy-assistance program designed to help eligible low-income consumers meet the costs of heating their homes. Eligibility for the program is based on income and housing circumstances. It is also known as LI-HEAP (Low Income Home Energy Assistance Program).

Kilowatt-Hour (kWh)

This is the standard unit used to measure electricity. Ten 100-watt light bulbs used for 1 hour consume one kilowatt-hour (1,000 watt-hours) of electricity. A consumer's electricity use determines the total number of kilowatt-hours reflected on his/her bill. An average residential customer uses approximately 500 kWh/month (6,000 kWh/year).

Monopoly

A monopoly is when there is a sole supplier of a particular good or service. It exists when a specific individual or enterprise has sufficient control over a particular product or service to determine significantly the terms on which other individuals shall have access to it. While the Commission made determinations regarding the terms of supplying utility service, before deregulation, utilities had monopolies on energy supply.

Renewables

Electricity-generating resources that are capable of being replaced naturally. This includes fuels and technologies such as solar photovoltaic energy, solar thermal energy, wind power, low head hydro power, geothermal energy, landfill and mine based methane gas, energy from waste and sustainable biomass energy.

Slamming

Switching a consumer's energy service without the consumer's approval is known as slamming. This practice is illegal and penalties for slamming are enforced by all state commissions. TSE does not tolerate slamming by its Marketing Representatives.

State Commissions

These are the governing bodies that regulate electricity, natural gas, steam, telecommunications and water utilities on the state level. They are charged by law with setting rates and ensuring that adequate service is provided by all utilities. Examples of these governing bodies include the Pennsylvania Public Utility Commission and the New Jersey Board of Public Utilities.

Tariff

A collection of public schedules detailing utility cost-of-service rates, rules, service territory and terms of service that a regulated utility files with its public utilities commission for official approval. Tariffs approved by a public utilities commission are binding legal documents and must be made available to the public. In effect, they constitute the contract between a utility and its customers.

Time of Use (TOU) Rates

Is the pricing of electricity based on the estimated cost of electricity during a particular time block, either time-of-day or by season.

TPV (Third-Party Verification)

A process by which a customer's request to contract with a company for a particular good or service is verified by a third-party in a recorded telephone conversation. Regulations regarding TPV vary by state and are addressed within the training material.

Town Square Energy Training Acknowledgement Form

This document confirms that (Representative Name): _____
(Rep. ID#): _____ has reviewed, understood and successfully completed
Town Square Energy's Training Program and has achieved a score of 80 or higher on
the Sales and Compliance quizzes. The topics that were covered during the training
included:

(Insert ✓ as appropriate)

- ___ Town Square Energy Sales Training (products/promotions)
- ___ Utility Assistance Programs & the Utility Reference Guide
- ___ Town Square Energy Rate Sheets, Sales Sheets, & Workflows
- ___ Town Square Energy Processes & Requirements
- ___ Compliance Policies & Procedures

Furthermore, by signing below, the Representative agrees to adhere to ethical sales practices, Town Square Energy's customer confidentiality policy, Town Square Energy's workflows, Town Square Energy's sales & compliance policies, Town Square Energy's Code of Conduct, all applicable municipal, state, and federal rules and regulations, and provide the utmost professional and courteous service to all consumers he or she engages with.

Training confirmed by:

Print: _____ Sign: _____ Date: _____

Vendor/Company Name: _____

Representative Signature: _____ Date: _____

Notes:

Town Square Energy Door-to-Door Compliance Quiz V.122217

1. Town Square Energy was founded upon, and operates under, what three Core Values?

- Autonomy, Creativity, & Integrity
- Bro Code, Girl Code, & Unspoken Code
- Respect for People, Highest Ethical Behavior & Safety and Health
- Competency, Inner Harmony, & Boldness

2. Within the Retail Energy Industry, what is meant by the term “slamming?”

- That you are a stellar sales agent consistently out performing everyone.
- Making untrue statements about another which damages his or her reputation.
- It’s a violent and noisy closing, dashing, or impact.
- Switching a consumer’s energy service without his or her approval. This practice is illegal and penalties are enforced by all state commissions as well as Town Square Energy.

3. What are some of our Marketing Standard Basics?

- Agents SHALL NOT imply that they are representing a utility
- Agents SHALL NOT imply that they are representing any entity other than Town Square Energy.
- Agents SHALL NOT misrepresent Town Square Energy’s offer or program or provide deceptive information to the customer to entice them to enroll.
- All of the above.

4. Name three things you MUST do at the beginning of your sales presentation?

5. Name two items agents are required to wear at all times while in the field.

6. Name one item that cannot be worn in the field in accordance with the dress code.

7. True or False? All agents **MUST** adhere to any Non-Trespassing, Non-Solicitation, and Do-Not-Knock regulations, as well as obtain any necessary permits required for peddling or soliciting in assigned markets.

True False

8. Name five items from the Code of Conduct that could result in immediate termination.

9. True or false? Door-to-door selling hours of operation in all states where Town Square Energy operates are from 9AM to 7PM (October 1 to March 31) and from 9AM to 8PM (April 1 to September 30). However, when a local ordinance has stricter limitations, an agent **MUST** comply with the local ordinance.

True False

10. True or False? It is the policy of Town Square Energy that both the personal records of our customers and the relationships between Town Square Energy and our customers are confidential. No employee other than those authorized shall divulge customer information or records of a customer to anyone outside the organization except when approved, such as during the TPV process.

True False

Town Square Energy Telemarketing Compliance Quiz V.122217

1. Town Square Energy was founded upon, and operates under, what three Core Values?

- Autonomy, Creativity, & Integrity
- Bro Code, Girl Code, & Unspoken Code
- Respect for People, Highest Ethical Behavior & Safety and Health
- Competency, Inner Harmony, & Boldness

2. Within the Retail Energy Industry, what is meant by the term “slamming?”

- That you are a stellar sales agent consistently out performing everyone.
- Making untrue statements about another which damages his or her reputation.
- It’s a violent and noisy closing, dashing, or impact.
- Switching a consumer’s energy service without his or her approval. This practice is illegal and penalties are enforced by all state commissions as well as Town Square Energy.

3. What are some of our Marketing Standard Basics?

- Agents SHALL NOT imply that they are representing a utility
- Agents SHALL NOT imply that they are representing any entity other than Town Square Energy.
- Agents SHALL NOT misrepresent Town Square Energy’s offer or program or provide deceptive information to the customer to entice them to enroll.
- All of the above.

4. Name three things you MUST do at the beginning of your sales presentation?

5. What should you do when a customer says, "Please DO NOT call me anymore?"

6. What's the purpose of a third-party verification?

7. True or False? It's ok to call a referral given to you by a consumer you enrolled without confirming if the number provided is on the National DNC registry, Town Square Energy's internal DNC list, litigator list or requires express customer consent prior to calling?

- True False

8. Name five items from the Code of Conduct that could result in immediate termination.

9. True or false? Town Square Energy may have access to monitor sales calls in real time or request previously recorded sales calls for any telemarketing agent.

- True False

10. True or False? It is the policy of Town Square Energy that both the personal records of our customers and the relationships between Town Square Energy and our customers are confidential. No employee other than those authorized shall divulge customer information or records of a customer to anyone outside the organization except when approved, such as during the TPV process.

- True False

ATTACHMENT - H

Puc 2006.01(t)(5)

Field Audit

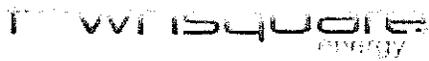
Town Square Energy Quality Control Assessment Report

Office Manager:	Office Address:	Vendor:
TM or D2D:	State:	Office Hours:
		Utility:

D2D Agent Compliance Checklist

	YES	NO	Comments
Were the proper permits obtained?			
Were all agents following all Dress Code Requirements?			
Attire?			
Proper Identification?			
Lanyard?			
Was an Agent Folder audit completed?			
Training Affidavit on File?			
Background check on File?			
Proper Identification on File?			
Does the information on File Match the Agent Roster?			
Do all Sales Agents Have the proper materials on hand?			
Reference/Training Material?			
State Specific Requirement Documents?			
Terms and Conditions?			
Sale Sheets?			
Please provide comment on the Sales Training/Meeting witnessed			
Is the information being presented appropriately?			
What topics were covered?			
Are GRE Sales Policies being properly presented?			
Please provide comment on the appearance of the Office/Facility			
Professionalism			
Please provide comment on the manner of communication between the manager/ supervisor/trainer			
Professional			
Appropriate			
Please provide comment on any additional details worth noting:			
Was there anything Commendable to note:			
Was there anything Unacceptable to note:			
Were there any OFFICE REQUESTS to make note of:			

ATTACHMENT - I



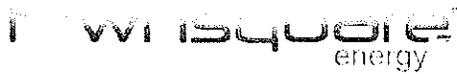
**This document summarizes the key terms of your agreement with
Town Square Energy, LLC ("TSE")**

DISCLOSURE SUMMARY (Residential Customers)			
Product Name	Fixed rate plan		
Length of the Agreement	The Initial Term of the agreement is _____ billing cycles.		
Fixed Per kWh Price	The Fixed rate for the electricity supplied during the Initial Term will be _____ per kWh.		
Variable Price Components	N/A		
Charges	The price for the electricity supplied by will be calculated by multiplying the Fixed rate by the number of kWh of electricity consumed.		
Fixed Price Residential Customers who use	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity
Will pay	\$	\$	\$
Environmental Characteristics	TSE's standard electric product meets the Statutory and Regulatory requirements of New Hampshire for renewable content.		
Early Termination Fee	There are no termination fees for termination of the agreement.		
Late Payment Fee	Late payment fees will be assessed by the utility/local distribution company in accordance with its tariff.		
Renewal Terms	If TSE wishes to renew the Agreement with another Fixed rate plan, then prior to the expiration of the Initial Term, TSE will provide you with written notice ("Renewal Notice") of the length of the renewal term ("Renewal Term") and the Fixed rate that will apply during the Renewal Term. This Agreement will then automatically renew for the Renewal Term described in the Renewal Notice at the Fixed rate described in the Renewal Notice, unless you request that TSE cancel your service or you enter into a new, replacement agreement with TSE. If TSE does not wish to		

Town Square Energy, LLC, 3950 E. Riggs Rd., Suite 1, Chandler, AZ 85249
1-877-430-0093; customercare@townsquareenergy.com; www.townsquareenergy.com



	offer you another Fixed rate plan, then prior to the expiration of the Initial Term (or a subsequent Renewal Term) TSE will provide you with written notice advising you that your TSE supply service will continue on a month-to-month basis with a variable rate that fluctuates at TSE's discretion.
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.
Promotional Offer	

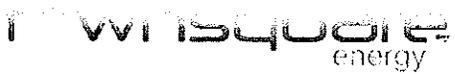


THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMERS' LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.

The following is your Terms of Service for your agreement with Town Square Energy, LLC ("TSE"), for the purchase of residential or small commercial electric service ("Agreement"). TSE is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electric generation services in New Hampshire as a competitive electric power supplier ("CEPS"). The words "we", "us", "our" and "TSE" refer to Town Square Energy, and the words "you" and "your" refer to the Customer. This Agreement governs your purchase of electric generation services from TSE. TSE agrees to sell, and you agree to buy, the quantity of electricity delivered to you, as measured or estimated by your utility/local distribution company ("LDC"). Please retain this Agreement for your records.

1. PRICING: For each billing cycle, the price for the electricity supplied pursuant to this Agreement will be calculated by multiplying the (i) the Fixed rate or Variable rate for the electricity by (ii) the amount of electricity consumed as determined by the LDC's actual or estimated meter reads. Fixed rates are rates that remain the same for the length of an agreed-upon term. If you have chosen a Fixed rate product the Fixed rate will be set forth on the Disclosure Summary. Variable rates are rates that fluctuate at TSE's discretion based on a number of factors, including, but not limited to, conditions on the wholesale electricity market, the actual and estimated costs of obtaining electricity from all sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards and TSE's expenses and margins. Your rate includes generation services only and does not include any applicable taxes. If you have been a customer of the LDC's default service generation rate, you may compare your rate to the LDC's default service rate by referring to the supplier services portion of your most recent electric bill or the LDC's website. In addition, you are responsible for paying your LDC's distribution and transmission charges as well as any other applicable charges, such as the system benefits charge, stranded cost recovery charge and taxes. Please note that Variable rates can increase without notice and may exceed your LDC's default service generation rate. You will not know what the price will be for the electricity used until the bill has been issued to you. You can obtain the applicable price per kWh by going to our website at www.townsquareenergy.com. Note that it may take one or more billing cycles for a price variation to become effective. TSE's highest and lowest variable prices over the past 12 months can be found in Attachment A to this Agreement.

2. GREEN/RENEWABLE ENERGY SUPPLY OPTION: If you have chosen the Green/Renewable Energy Supply option, TSE will ensure that 100% of your electricity usage is matched with renewable energy certificates. [A renewable energy certificate is a tradable, non-tangible energy commodity that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource and was fed into the shared system of power lines which transport energy]. TSE may take up to 24 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the green/renewable content of electricity sold under this Agreement in the previous calendar year. If you have chosen a Variable rate product and the Green/Renewable Energy



TERMS OF SERVICE: NEW HAMPSHIRE

Supply Option, your rate for the electricity supplied will be TSE's Variable rate plus an "adder" of up to 3 cents per kWh. If you wish to cancel the Green/Renewable Energy Supply Option you may call TSE at 1-877-430-0093. If you have chosen a Fixed rate product with the Green/Renewable Supply Option, it will no longer apply if your service continues on a Variable rate after the Initial Term pursuant to the TERMS/FEES/NO GUARANTEE OF SERVICE section below.

3. TERM/FEES/NO GUARANTEE OF SERVICE: For new customers of TSE, service of the Initial Term under this Agreement will begin on a date specified by your LDC and will continue for the number of billing cycles specified in your Disclosure Summary. If TSE wishes to renew this Agreement after the Initial Term with another Fixed rate plan, then prior to the end of the Initial Term, TSE will provide you with written notice of renewal ("Renewal Notice"), including the length of the term of such renewal ("Renewal Term") and the Fixed rate that will apply during the Renewal Term. This Agreement will automatically renew for the Renewal Term set forth in the Renewal Notice, at the Fixed rate set forth in the Renewal Notice, unless you request that we cancel your service as described in the Renewal Notice or you enter into a new agreement with TSE that replaces this Agreement. Subsequent Fixed rate Renewal Terms will be implemented in the same manner. If TSE does not wish to offer you another Fixed rate plan (to follow the Initial Term or any subsequent Fixed rate Renewal Term), then prior to the end of the then-current Term, TSE will provide you with written notice, advising you that upon expiration of the then-current Term your service with TSE will continue on a month-to-month basis with a Variable rate that fluctuates at TSE's discretion as described above in the "Pricing" section. Any notices sent to customer pursuant to this paragraph will be sent via customer's preferred method of communication. Customer acknowledges that TSE cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless TSE from any liability for, or arising out of, delays in this process.

4. RIGHT TO RESCIND: You have the right to cancel this Agreement until midnight of the fifth business day after the date that you receive this Agreement via email or, if you receive a mailed Agreement, your right to rescind extends to midnight of the sixth business day after the postmark date. In the event you were solicited in-person at your residence you have the right to cancel this Agreement until midnight of the tenth business day after the date that you receive this Agreement via email or, if you receive a mailed Agreement, your right to rescind extends to midnight of the eleventh business day after the postmark date. To cancel this Agreement, you can write to us at Town Square Energy, 3950 E. Riggs Rd., Suite 1, Chandler, AZ 85249, call 1-877-430-0093, email us at customercare@townsquareenergy.com or text 1-952-641-7872.

5. CANCELLATION/TERMINATION: You may cancel this Agreement at any time and without advance notice to us. To cancel this Agreement, you may call, mail or email TSE at the contact information provided within this Agreement. You may also cancel this Agreement by contracting with a different supplier, contracting with an aggregator granted agency authority or contacting the LDC to select default service through the utility. When you cancel services, 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. You are responsible for all charges incurred



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through the date on which cancellation is effected by the LDC in addition to any Early Termination fee specified in the Disclosure Summary. Once your service has begun, it will continue indefinitely until canceled by either you or TSE.

6. 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, payment history and placement on LDC budget billing and/or payment plans. We will not give or sell your confidential information to any unaffiliated third party, except as authorized in NHPUC's rules at Puc 2004.019, without your written consent unless we are required to do so by law or your account is assigned to a successor energy company to TSE.

7. LOW-INCOME PROGRAMS AND ELECTRIC ASSISTANCE PROGRAM ("EAP"). EAP is a discount electric rate available to a qualifying residential customer by its LDC. **If you are currently on such a rate with your LDC, we suggest that you not enroll with TSE as the program benefits do not apply to our charges.** For further information, contact the local Community Action Agency ("CAA") by either calling the New Hampshire Public Utility Commission ("NHPUC") at 1-800-852-3793 (within NH) or 603-271-2431, or visiting the NHPUC online at:

<http://www.puc.state.nh.us/Consumer/electricassistanceprogram.htm> to obtain contact information based on the County in which your account is located. Additional information regarding EAP and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping Neighbor and Project Care, can be found on the Office of Consumer Advocate's Assistance Program webpage at: <http://www.oca.nh.gov/assistanceprograms.htm>.

8. SERVICE and SERVICE INTERRUPTION: TSE will supply all the electricity that you need for your account. TSE is a retail marketer of electricity. TSE is not your LDC. The 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 will remain your point of contact in the case of power outage. 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. In the event of an emergency or power outage, you should call the LDC that supplies power to your local area.

9. CHANGE OF RESIDENCE/SERVICE LOCATION: You must notify both your LDC and TSE 45 days in advance of a change in your residence service location or business address. A final meter read will be made at your old service location/address, the account at such service location/address will be closed, and you will be responsible to pay for the electricity delivered to such service location/address until the effective date of such termination.

10. BILLING AND PAYMENT: You will normally receive one monthly bill from your LDC that includes the TSE generation charge and the LDC 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, including, but not limited to, price of transmission and distribution, the system benefit charge, standard cost recovery charge, and



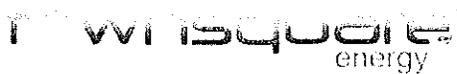
TERMS OF SERVICE: NEW HAMPSHIRE

taxes. The LDC will set the date that your payment is due. Your bill will be based on the monthly meter reading by the LDC. In the event that the LDC later adjusts its reading for any reason, TSE's charges will be similarly adjusted. 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. Please also consult your LDC's website or tariffs for information regarding LDC basic service delivery rates for your electric service. If TSE issues the bill, payment of the full amount is due twenty-five (25) days after the date the bill is mailed. If you do not pay your bill on time, you may incur late charges and fees. We have the right to cancel this agreement upon 14-days' written notice, if you don't pay your bill or if you don't meet any payment arrangements to which we have both agreed. If you don't pay your LDC's charges, you may be disconnected under the terms of the LDC's tariffs. You shall continue to be responsible for all charges and fees incurred under the terms of this Agreement. This Agreement allows TSE to obtain credit and other information necessary to collect any unpaid balance. Any and all returned checks are subject to a returned check fee of at least \$20, plus any bank fee equal to the maximum fee allowed by law. TSE does not offer budget billing.

11. CREDIT/SECURITY DEPOSIT: TSE performs a limited credit check based on name and address, with no impact on credit history, on each potential customer. In completing this Agreement, you authorize credit-reporting agencies to provide TSE with any information the agency may have on your name and/or address in response to such limited credit check. TSE may require a security deposit to initiate service, depending on credit or payment history. In most cases, the deposit amount will total approximately three (3) months of consumption. The deposit will be returned to you either (i) following 12 months of prompt payments on the account, assuming it is still active, or (ii) 90 days following the confirmed drop date of account, net of any applicable early Termination Fee or overdue supply charges. Deposits held more than thirty (30) days will accrue interest, at an annual interest rate of 4% from the date of receipt.

12. TERMINATION BY TOWN SQUARE: In accordance with applicable laws, rules and regulations, including those governing termination of service, TSE reserves the right to terminate this Agreement: i) if, due to your fault, your LDC is unable to read your meter for 3 consecutive months, or ii) if at some future date 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 in i) or ii) 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 LDC default service or to another competitive electricity supplier.

13. REBATE PROGRAMS: From time-to-time TSE may offer a rebate program for new customers who enroll with TSE and maintain active accounts with TSE for a specified period of time. To be eligible to earn a rebate under any such rebate program, you will have 60 days to complete a validation process in accordance with the instructions that will be provided to you. You will also



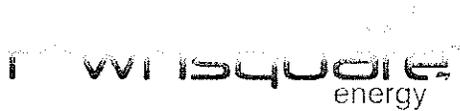
TERMS OF SERVICE: NEW HAMPSHIRE

have to be an active customer of TSE, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in TSE's advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to your actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by you will be sent to you at the address that you provide during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value cards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between you and the issuing bank, and will be subject to the terms and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.

14. COMPLAINTS, DISPUTE RESOLUTION, MANDATORY ARBITRATION and CLASS ACTION WAIVER: Please contact a TSE customer service representative by telephone or via email if you have questions or concerns regarding your bill or our service. If you are not satisfied with our initial attempt to resolve the problem, we ask that you request to have your issue escalated within our organization. If you remain unsatisfied, or if you have questions about your rights and responsibilities, you may seek assistance from the NHPUC, including the right to request a hearing pursuant to Rules Puc 2005.07 and Puc 204. You may contact the NHPUC at 1-800-852-3793. Any dispute, controversy or claim arising out of, or related to, TSE's services under this Agreement that is not resolved directly between the parties or by the NHPUC (collectively, the "Claims"), shall be resolved by arbitration before the American Arbitration Association ("AAA") conducted under the AAA Commercial Rules and, if Customer is a residential customer, the Consumer-Related Disputes Supplementary Procedures.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. FURTHER, CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND



TERMS OF SERVICE: NEW HAMPSHIRE

ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

15. 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 electric power supplier licensed to do business in New Hampshire. We shall provide you with 30 days' written notice of any such assignment. 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.

16. DO NOT CALL REGISTRY: You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number you wish to register.

17. 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 PAST 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 PROFIT OR REVENUES), INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR CLAIMS ARISING HEREUNDER.

18. NO WARRANTIES: TSE MAKES, AND YOU RECEIVE, NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND TSE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. ACCEPTANCE AND CHANGE IN LAW: This Agreement shall not become effective until accepted by TSE. This Agreement may be modified from time-to-time in accordance with NHPUC laws and rules and shall govern TSE's provision of generation service. This Agreement is subject to any future legislation; orders, rules, or regulations of the NHPUC; or tariff or policy changes of the LDC. These changes are beyond the control of TSE, and may impact the terms and/or price of this Agreement.

20. ENTIRE AGREEMENT: The foregoing Terms of Service, and the Disclosure Summary referenced herein, sets forth the entire Agreement between the parties and any other understandings or representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

21. METHOD OF COMMUNICATION: During the enrollment process you will be asked to select the method of communication that you would like TSE to use when communicating required information to you. The options that you may choose from are; electronic mail for all communications, written correspondence delivered by US mail for all communications, or text messaging for communications after completion of customer enrollment.

ATTACHMENT - J

KNOW ALL MEN BY THESE PRESENTS THAT WE, Town Square Energy LLC as Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized and doing business under and by the virtue of the laws of the State of OHIO and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of New Hampshire, as Surety, are held and firmly bound onto the NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION, as Obligee, in the sum of FIVE HUNDRED THOUSAND AND 00/100 Dollars (\$500,000.00) for the payment whereof well and truly be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

NOW THEREFORE, the Principal must act in accordance with Section PUC 2000 of the New Hampshire Code of Administrative Rules to assure compliance with applicable provisions of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utilities Commission by the Principal as a licensed applicable to a competitive electric power supplier as required by PUC 2000.

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

PROVIDED, HOWEVER,

1. The effective date of this bond is October 9, 2018 through October 9, 2019. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to the termination date of this bond.
3. No claim shall be had or maintained against the Surety on this instrument unless such be brought and instituted and no suit shall be maintained against the Surety unless it be brought within six (6) months from the termination or expiration date of the bond.
4. The New Hampshire Public Utilities Commission may submit a claim if and when the Principal has failed to make required payment(s) and/or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission during the term of this bond.
5. If any conflict or inconsistency exists between the Surety's obligations or undertaking as described in this bond and as described in the underlying obligations, then the terms of this bond shall prevail.
6. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, the Obligee shall return this bond to the Surety at its address at:

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

SIGNED AND SEALED THIS 9th DAY OF August 2018

Town Square Energy LLC
(Principal)

By: _____

GREAT AMERICAN INSURANCE COMPANY

By:  _____
Debra J. Ezra, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 20450

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ROBERT G. LULL	ALL OF	ALL
BRADLEY W. POST	MAHWAH, NJ	\$100,000,000
DEBRA J. EZRA		
KEITH B. ADAMS		
CARL A. GERSON		
GARRETT POST		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8TH day of SEPTEMBER, 2015
GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2406)

On this 8TH day of SEPTEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of August, 2018.



Stephen C. Beraha
Assistant Secretary



301 East Fourth Street
Cincinnati, OH 45202

GreatAmericanInsuranceGroup.com

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2017**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 3,060,398,285	Unpaid losses and loss expenses.....	\$ 3,234,968,473
Stocks.....	1,120,055,822	Reserve for underwriting expenses.....	250,415,601
Mortgage loans on real estate.....	308,124,727	Federal and foreign income taxes.....	16,201,046
Real estate (net of encumbrances).....	58,358,036	Reserve for unearned premiums.....	1,213,165,459
Cash and short-term investments.....	520,408,082	Ceded reinsurance premiums payable.....	116,264,469
Other invested assets.....	430,810,257	Funds held under reinsurance treaties.....	528,220,952
Receivable for securities.....	7,897,029	Retroactive reinsurance ceded.....	(152,393,446)
Investment income due and accrued.....	27,048,212	Other liabilities.....	201,309,283
Agents' and premium balances.....	594,218,747	Total liabilities.....	5,408,151,837
Reinsurance recoverable on loss and loss expense payments.....	52,851,306		
Net deferred tax asset.....	140,164,743	Capital stock.....	\$ 15,440,600
Receivable from affiliates.....	8,697,586	Paid in surplus.....	801,812,831
Receivable from Federal Crop Insurance Corporation.....	493,151,000	Special surplus funds.....	108,684,165
Company owned life insurance.....	182,436,210	Unassigned funds.....	742,435,314
Funds held as collateral.....	21,842,395	Policyholders' surplus.....	1,668,372,910
Funded deductibles.....	23,360,505		
Other admitted assets.....	26,701,805		
Total.....	\$ 7,076,524,747	Total.....	\$ 7,076,524,747

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO
COUNTY OF HAMILTON

SS.:

Robert J. Schwartz, Vice President and Controller, and Stephen Deraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2017.

Subscribed and sworn to before me

this 15th day of March, 2018.

JENNIFER A. MEYER
Notary Public, State of Ohio
My Commission Expires 11-08-2021



Controller

Assistant Secretary