

DM 16-801



208 W Chandler Heights Rd, Suite 102
Chandler, AZ 85248
1-877-430-0093
www.TownSquareEnergy.com
customercare@townsquareenergy.com

NHPUC BAUG'16AM11:18

August 4, 2016

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

RE: Docket DM15-315, Renewal of CEPS Registration for Town Square Energy, LLC

Dear Director:

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

There have been no substantive changes to the information provided today by Town Square Energy, LLC when compared to our 2015 renewal application.

Also note that our bond format and language is identical to the bond currently in place and effective through to October 9, 2016.

Because the term of the renewal bond is one year, we hereby request a waiver of New Hampshire Code of Administrative Rules, PART Puc 2003.03(a)(5)(b). This rule specifies that security required by Puc 2003.01(d)(4) "Have an expiration date not less than 5 years and 90 days after the date the applicant's application is filed, for an application for renewal". The bond document that is proposed for renewal has a twelve month term with no cancellation right for the bond company during this term.



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Thank you for your prompt and thorough review of the attached documentation. If there is anything further that you require at this time, please don't hesitate to contact me directly at bbryce@townsquareenergy.com or 1-844-316-6202 ext. 702.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Bryce", with a long, sweeping tail extending to the right.

Bill Bryce
Vice President, Operations & Business Development
Town Square Energy, LLC

Attachments:

1. Pursuant to PUC 2003.02: Renewal Application
2. Pursuant to PUC 2003.02(c): renewal fee of \$250.00
3. Attachments A and B: Pursuant to PUC 2006.06 (9): Town Square Energy's registration documents with the New Hampshire Secretary of State and a screen shot of the SOS website, indicating Town Square Energy, LLC, as being in "good standing".
4. Attachment C: Map of expected service areas
5. Attachment D: Sample of typical residential and small commercial agreement
6. Attachments E and F: Pursuant to PUC 2003.0 (d)(1): Confirmation of EDI testing completed with PSNH and Unutil.
7. Attachment G: Pursuant to PUC 2003.1 (d)(2): Nepool Market Participant List.
8. Attachment H: Pursuant to PUC 2003.01 (d)(4): Surety Bond.

RENEWAL
Competitive Electric Power Supplier License Application

To the

New Hampshire Public Utilities Commission

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

By

Town Square Energy, LLC
208 W Chandler Heights Rd, Suite 102
Chandler, AZ 85248



August 4, 2016

Application pursuant to Puc 2003.01(a) - Initial Registration of Competitive Electric Power Suppliers

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, it's website address:

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

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

**208 W Chandler Heights Rd, Suite 102
Chandler, AZ 85248
1-877-430-0093
info@townsquareenergy.com
www.townsquareenergy.com**

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

Delaware

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

Please note that the email addresses for Mr. Krieger and Mr. Sperbeck have been updated in this section.

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

In each case except for Mr. Miller and Mr. Bryce, the business address and telephone number for the relevant director or officer is: 16233 Kenyon Avenue, Suite 210, Lakeville MN 55044, 952-241-3103.

Randal Miller and William Bryce can be reached at 1-877-430-0093 and their place of business is 208 W Chandler Heights Rd, Suite 102, Chandler, AZ 85248.

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire: a) the name, business address and telephone number of the entity; b) a description of the business purpose of the entity; and c) a description of any agreements with any affiliated New Hampshire utility:

Not applicable

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available:

Please note that the Customer Service Manager has changed and contact information has been updated.

**Tom Ponce
Customer Service Manager
Town Square Energy, LLC
208 W Chandler Heights Rd, Suite 102
Chandler, AZ 85248
(844) 316-6202 ext 712
customercare@townsquareenergy.com
tponce@townsquareenergy.com**

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

Please note that the contact phone number has been updated in this section.

**William Bryce, Vice President, Operations & Business Development
208 W Chandler Heights Rd, Suite 102
Chandler, AZ 85248
1-844-316-6202 ext 702
bbryce@townsquareenergy.com**

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

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

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

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

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

We intend to operate in the service territories of PSNH and UES as shown on the map included as Attachment C.

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

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

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

We currently sell energy in Connecticut, New Hampshire and Massachusetts as Town Square Energy and Ohio, Pennsylvania, Maryland and New Jersey as Town Square Energy East (formerly known as Discount Energy Group).

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

This section has been updated. The table on the following page represents Town Square Energy's complaint summary for 2015.

Please note that the table below represents the total quantity of complaints lodged with regulators in each State, regardless of the outcome of the State's or Town Square Energy's investigation into the content of the issue or the validity of the complaint.

State	2015 Complaint Type		
	Billing	Marketing	General
Connecticut	4	0	1
New Hampshire	0	5	1
Massachusetts	0	2	0
Rhode Island	0	0	0
Pennsylvania	8	1	3
Maryland	1	0	2
New Jersey	0	0	1
Ohio	4	3	0

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a) through c) below, have ever been convicted of any felony that has not been annulled by a court: a) for partnerships, any of the general partners; b) for corporations, any of the officers, directors or controlling stockholders; or c) for limited liability companies, any of the managers or members;

None

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

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

None

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

None

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

None

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

Not applicable

(17) For those applicants intending to telemarket, a statement that the applicant shall: a) maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; b) obtain monthly updated do-not-call lists from the National Do Not Call Registry;

and c) not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list or customers who are listed on the National Do Not Call Registry;

Applicant intends to implement a telemarketing program. We shall: a) maintain a list of consumers who ask to be placed on our do-not-call list for the purposes of telemarketing; b) obtain monthly updated do-not-call lists from the National Do Not Call Registry; and c) not initiate calls to New Hampshire customers who have either asked to be placed on the Applicant's do-not-call list or customers who are listed on the National Do Not Call Registry.

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

Not applicable

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

Applicant intends to use the utilities' billing services

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

See Attachment D.

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete:

William Bryce, Vice President of Operations & Business Development for Town Square Energy, LLC has the authority to file this Competitive Electric Power Supplier Renewal Application on behalf of the Company and affirms that its contents are true, correct, and complete.

August 4, 2016



**William Bryce
Vice President, Operations & Business Development
Town Square Energy
208 W Chandler Heights Rd, Suite 102
Chandler, AZ 85248**

State of New Hampshire

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

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

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

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

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

THIRD: It is formed under the laws of Delaware

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

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

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

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

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



T1319725046

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)



*Signature: _____

Print or type name: Timothy S. Krieger

Title: CEO/President

Date signed: 06/24/2013

Complete address of person signing: 16233 Kenyon Avenue

Suite 210

Lakeville, Minnesota 55044

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

* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

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

Delaware

PAGE 1

The First State

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



4958301 8300

130748992

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0509760

DATE: 06-13-13

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

Part I – Business Identification and Contact Information

Business Name: Town Square Energy, LLC

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

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

Contact Person: Larry S. Severson

Contact Person Address (if different): _____

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

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

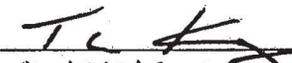
Part III – Check ONE of the following items in Part III:

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

Part IV – Certification of Accuracy

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

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

Name (print): Timothy S. Krieger Signature: 

Date signed: 06/24/2013

Name (print): _____ Signature: _____

Date signed: _____

Name (print): _____ Signature: _____

Date signed: _____

Search

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

Receive your Annual Report Notice by email!

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

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

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

Search Type: Starting With

Search Criteria: town square energy

Search Date: 8/4/2016

Search Time: 13:15

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

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

Records Returned 1 to 2

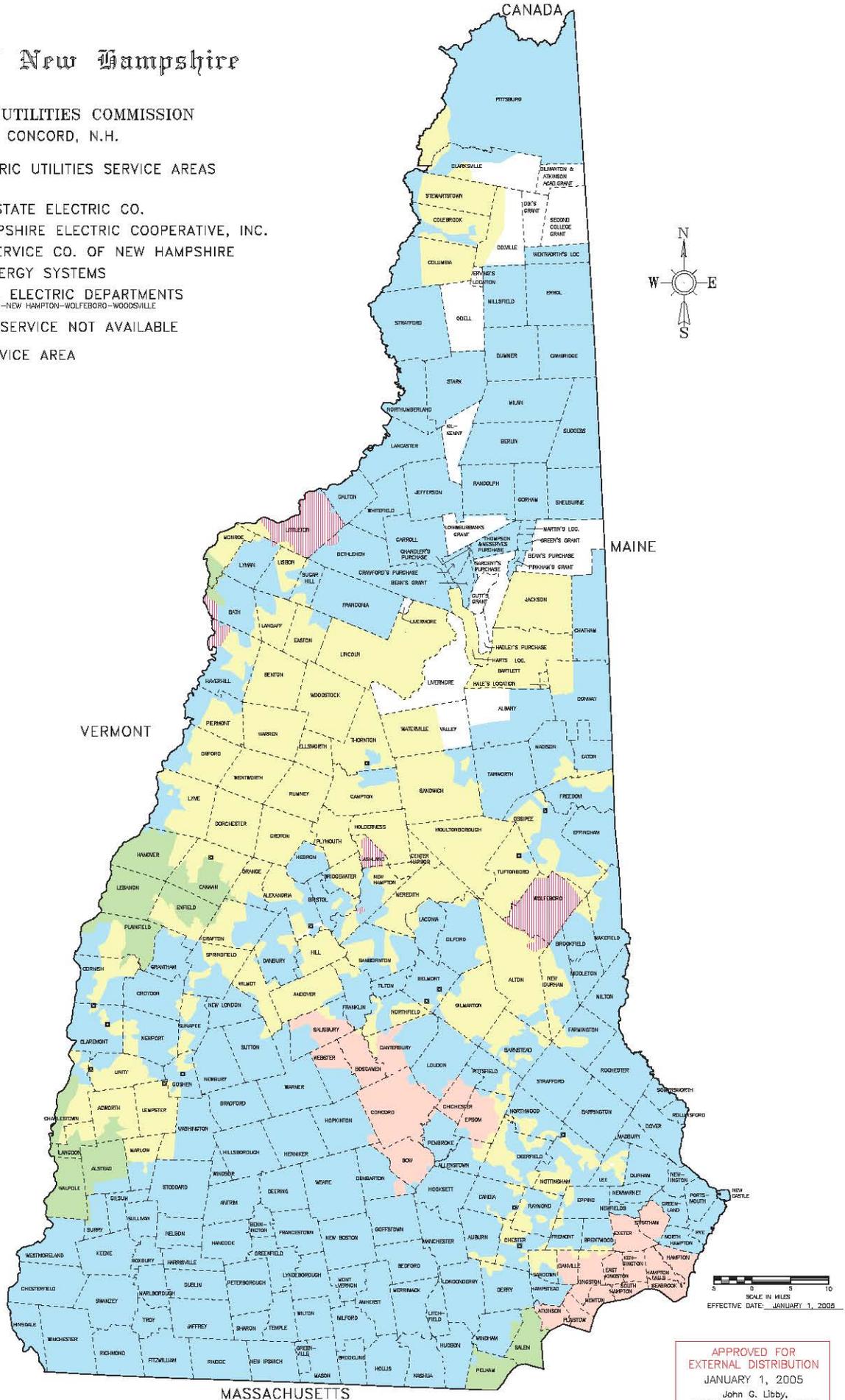
Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to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

State of New Hampshire

PUBLIC UTILITIES COMMISSION
CONCORD, N.H.

CORE ELECTRIC UTILITIES SERVICE AREAS

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



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



TERMS OF SERVICE: New Hampshire

Effective September 2015

The following is your Terms of Service ("Agreement") with Town Square Energy, LLC ("TSE"), for the purchase of residential or small commercial electric service. TSE is licensed by the New Hampshire Public Utilities Commission ("NHPU") 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 local distribution company ("LDC"). Please retain this Agreement for your records.

CONTRACT SUMMARY

Competitive Electric Power Supplier (CEPS)	www.TownSquareEnergy.com customercare@townsquareenergy.com 1-877-430-0093 208 W Chandler Heights Rd, Suite 102, Chandler AZ 85248
Generation Supply Price and Contract Term	The plan will have a fixed rate of 8.99 cents/kWh until your October 2016 meter read. Thereafter, plan will convert to TSE's month-to-month Variable Rate and shall apply and remain in effect until the Agreement is terminated.
Contract Start Date	Electric service will begin upon the first meter read following the date on which your LDC successfully changes your supply service to TSE.
Renewal Terms	TSE will provide you with notification 30 to 60 days prior to your contract expiration. In this notification, you will be reminded of your default rate at expiry and will be provided information regarding your options for renewal plans.
Applicable Contract Fees	There is no fee to terminate your agreement with TSE.
Renewable Disclosure	This product meets the Statutory and Regulatory requirements of New Hampshire for renewable content.
Deposit Requirements	A deposit may be required to enroll with TSE based on your credit or payment history. See detailed disclosure in Credit/Deposit section below.
Statement Regarding Savings	The Fixed or Variable price may exceed the LDC default service rate. Variable rates are not capped or limited, and may exceed the LDC default service rate.
New Hampshire PUC Consumer Affairs Division	21 South Fruit Street, Suite 10, Concord NH 03301-2429 1-800-852-3793 (within NH) or 603-271-2431 www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx
Utility/LDC	PSNH: 1-800-662-7764 (outages) UNITIL: 1-800-852-3339 (outages – Capital Region) and 1-800-582-7276 (outages – Seacoast Region)

RIGHT TO RESCIND: You have the right to cancel this service agreement until midnight of the third 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 fifth business day after the postmark date. To cancel this Agreement, you can write us at 208 W Chandler Heights Rd, Suite 102, Chandler AZ 85248, call 1-877-430-0093, email customercare@townsquareenergy.com or text 1-952-641-7872.

PRICING: 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.

TERM: For new customers of TSE, service of the Initial Term under this Agreement will begin on a date specified by your LDC. Prior to the end of the Initial Term or any Renewal Term, TSE will provide you written notice of renewal, including the term of such renewal ("Renewal Term") and the pricing plan that will apply during the Renewal Term ("Renewal Notice"). This Agreement will automatically renew at the pricing plan and for the Renewal Term set forth in the Renewal Notice unless you request we cancel your service or you enter into a new contract with TSE that replaces this Agreement.

CANCELLATION/TERMINATION: To cancel this Agreement, you may call or email TSE at the contact information provided within this Agreement. 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 through the date on which cancellation is effected by the LDC in addition to any early cancellation fee specified in this agreement. Once your service has begun, it will continue indefinitely until canceled by either you or TSE.

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 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.] .

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 NHPUC at the number on p. 1 of this Agreement 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 page located at:
<http://www.oca.nh.gov/assistanceprograms.htm>.

SERVICE and SERVICE INTERRUPTION: TSE will supply all the electricity that you need for your home or business. TSE is a retail marketer of electricity and not your LDC. 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 they 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.

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.

BILLING AND PAYMENT: You will 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. 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.

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.

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 basic service or to another competitive electricity supplier.

COMPLAINTS AND DISPUTE RESOLUTION: 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 New Hampshire PUC. Contact information for TSE Customer Care and the NHPUC is found on p.1 of this Agreement.

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.

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.

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.

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.

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 under this Agreement. 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.



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

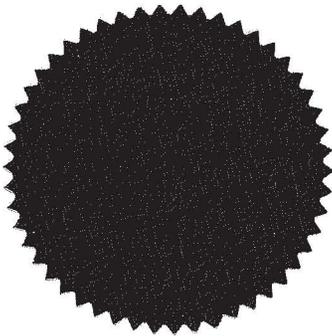
**Public Service of New Hampshire
Certificate of Completion**

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,

A handwritten signature in cursive script that reads "Aaron Downing".

Aaron Downing
PSNH Supplier Services



NEW ENGLAND POWER POOL

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[NEPOOL GIS](#)
[LINKS](#)
[IMAPP](#)

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

Abest Power & Gas, LLC	Oanvers Electric Division	H.Q. Energy Services (U.S.) Inc.	Nalcor Energy Marketing	Saracen Energy East LLC
Acadia Center	Darby Energy, LLLP	Hammond Belgrade Energy LLC	Narragansett Electric Company	Saracen Power LLC
Acushnet Company	Dartmouth Power Associates, LP	Hammond Lumber Company	National Gas & Electric, LLC	Seneca Energy II, LLC
Advanced Power Services (NA) Inc.	DC Energy, LLC	Hampshire Council of Governments	NEPM II, LLC	SFE Energy Connecticut LLC
Aesir Power Services LLC	Deepwater Wind Block Island LLC	Hancock Wind, LLC	New Brunswick Energy Mktg. Corp.	SFE Energy Massachusetts LLC
Agera Energy LLC	Devon Power LLC	Hanover, NH (Town of)	New England Confectionery Co. Inc.	Shell Energy North America (US) L.P.
Algonquin Energy Services Inc	Devonshire Energy LLC	Harborside Energy of Massachusetts	New England Energy Connection, LLC	Shipley Choice, LLC
Ambit Northeast LLC	DFC ERG CT, LLC	Harvard Dedicated Energy Limited	New England Power Company	d/b/a Shipley Energy
Ameresco CT LLC	Direct Energy Business, LLC	Hess Corporation	New England Wire Technologies Corp.	Shipyards Brewing Co., LLC
Ameresco DR, LLC	Direct Energy Business Marketing, LLC	High Liner Foods (USA) Incorporated	New Hampshire Electric Coop., Inc.	Shipyards Energy LLC
American PowerNet Management, LP	Discount Power, Inc.	HIKO Energy, LLC	New Hampshire Industries, Inc.	Shrewsbury Electric & Cable Operations
AmericaWide Energy, LLC	Dominion Energy Marketing, Inc.	Hingham Municipal Lighting Plant	NH Office of Consumer Advocate	SmartEnergy Holdings LLC
Ampersand Energy Partners LLC	Dominion Nuclear Connecticut, Inc.	Holden Municipal Light Department	New Hampshire Transmission, LLC	Solea Energy, LLC
Anbaric Management LLC	DTE Energy Trading, Inc.	Holyoke Gas & Electric Department	New York State Electric & Gas, Inc.	Somerset Power LLC
Anthony, Christopher M.	Duke Energy Comm. Enterprises, Inc.	Howard Wind LLC	NextEra Energy Power Marketing, LLC	South Hadley Electric Light Department
Antrim Wind Energy LLC	Dynasty Power Inc.	Hudson Energy Services, LLC	NextEra Energy Maine, Inc.	South Jersey Energy Company
Archer Energy, LLC	Dynegy Marketing and Trade LLC	Hudson Light and Power Department	NextEra Energy Resources, LLC	South Jersey Energy ISO1, LLC
Ashburnham Municipal Light Plant	East Avenue Energy LLC	Hull Municipal Lighting Plant	NextEra Energy Seabrook LLC	South Jersey Energy ISO2, LLC
Associated Industries of Massachusetts	EDF Energy Services, LLC	Idetec Energy Services, Inc.	Niagara Wind Power, LLC	Spark Energy, LP
Astral Energy LLC	EDF Trading North America, LLC	IDT Energy, LLC	Noble Americas Energy Solutions LLC	Springfield Power LLC
Athens Energy LLC	eKapital Investments LLC	Indeck Energy-Alexandria, LLC	Noble Americas Gas & Power Corp.	Spruce Mountain Wind, LLC
Atlantic Energy MA, LLC	Electricity Maine, LLC	Independence Energy Group LLC	Noble Environmental Power, LLC	SRECTrade, Inc.
Avangrid Renewables, LLC	Electricity N.H., LLC d/b/a ENH Power	Industrial Energy Consumer Group	Nordic Energy Services, LLC	Starion Energy, Inc.
Backyard Farms, LLC	Elektrisola, Inc.	Industrial Power Services Corporation	North America Power Partners LLC	StatArb Investment, LLC
Backyard Farms Energy, LLC	Eligo Energy, LLC	Inertia Power III LP	North American Power and Gas, LLC	Sterling Municipal Electric Light Dep't
Bath Iron Works Corporation	Emera Energy Services Sub. No. 1 LLC	Inspire Energy Holdings, Inc.	North Attleborough Electric Dep't	Stetson Holdings, LLC
BBPC LLC d/b/a Great Eastern Energy	Emera Energy Services Sub. No. 2 LLC	Interstate Gas Supply, Inc.	Northern States Power Company	Stetson Wind II, LLC
Beacon Falls Energy Park, LLC	Emera Energy Services Sub. No. 3 LLC	Invenergy Energy Management LLC	Norwalk Power LLC	Stowe Electric Department
Bear Swamp Power Company LLC	Emera Energy Services Sub. No. 4 LLC	Ipswich Municipal Light Department	Norwood Municipal Light Department	Summit Hydropower, Inc.
Belmont Municipal Light Department	Emera Energy Services Sub. No. 5 LLC	J. Aron & Company	NRG Canal LLC	Sunwave USA Holdings, Inc.
Berkshire Power Company, LLC	Emera Energy Services Sub. No. 6 LLC	J.F. Gray & Associates, LLC	NRG Curtailment Solutions, Inc.	Sustaining Power Solutions LLC
Berlin Station, LLC	Emera Energy Services Sub. No. 7 LLC	Jeffrey A. Jones. P.E.	NRG Power Marketing, LLC	Swift River Trading Company LLC
Black Bear Hydro Partners, LLC	Emera Energy Services Sub. No. 8 LLC	Jericho Power LLC	NSTAR Electric Company d/a/a	Talen Energy Marketing, Inc.
Blackstone Hydro, Inc.	Emera Maine Inc.	Just Energy (U.S.) Corp.	Eversource Energy	Tangent Energy Solutions, Inc.

Blue Sky East, LLC
 Blue Sky West, LLC
 BlueRock Energy, Inc.
 BNP Paribas Energy Trading GP
 Boston Energy Trading and Marketing
 Boylston Municipal Light Department
 BP Energy Company
 Braintree Electric Light Department
 Brayton Point Energy, LLC
 Bridgewater Power Company L.P.
 Brookfield Energy Marketing Inc.
 Brookfield Energy Marketing LP
 Brookfield Renewable Energy Mkt'g US
 Brookfield White Pine Hydro LLC
 Brown Bear II Hydro, Inc.
 Bucksport Generation LLC
 Burlington Electric Department
 C.N. Brown Electricity, LLC
 Calpine Energy Services, LP
 Canadian Wood Products-Montreal, Inc.
 Canandaigua Power Partners, LLC
 Cape Light Compact
 Cape Wind Associates, LLC
 Cargill Power Markets, LLC
 Castleton Commod. Merchant Trading
 Central Maine Power Company
 Centre Lane Trading Limited
 CES Retail Energy Supply, LLC
 Champion Energy Marketing LLC
 Champlain VT, LLC
 Chester Municipal Light Department
 CHI Power Marketing, Inc.
 Chicopee Municipal Lighting Plant
 Choice Energy LLC
 CinCap V, LLC
 Citigroup Energy Inc.
 CleanChoice Energy, Inc.
 Clear Choice Energy, LLC
 CLEAResult Consulting Inc.
 Clearview Electric Inc.
 Commonwealth of Massachusetts
 (Div. of Capital Asset Management)
 CommonWealth Resource Management
 Corporation
 Competitive Energy Services, LLC
 Concord Municipal Light Plant
 Concord Steam Corporation
 Conn. Central Energy, LLC
 Conn. Gas & Electric, Inc.
 Conn. Jet Power LLC
 Conn. Light and Power Company d/b/a
 Eversource Energy
 Conn. Materials Innovations & Recycling
 Authority
 Conn. Municipal Electric Energy Coop.
 Conn. Office of Consumer Counsel
 Conn. Transmission Municipal Electric
 Energy Coop.
 Conservation Law Foundation
 Consolidated Edison Co. of NY, Inc.
 Consolidated Edison Development, Inc.
 Consolidated Edison Energy, Inc.
 Consolidated Edison Solutions, Inc.

EMI Power Systems, LLC
 Energy Management, Inc.
 Energy New England LLC
 Energy Federation Inc.
 Energy GPS LLC
 Energy Plus Holdings LLC
 EnerNOC, Inc.
 Enerwise Global Technologies, Inc.
 d/b/a CPower
 Engelhart CTP (US) LLC
 ENGIE Resources LLC
 Entergy Nuclear Power Marketing LLC
 Entrust Energy East, Inc.
 EnvaPower, Inc.
 Epico USA, Inc.
 ESI Northeast Energy GP, Inc.
 Essential Power, LLC
 Essential Power Massachusetts, LLC
 Essential Power Newington, LLC
 ETC Endure Energy, LLC
 Evergreen Wind Power II, LLC
 Evergreen Wind Power III, LLC
 EverPower Commercial Services LLC
 Eversource Energy Transmission
 Ventures, Inc.
 Everyday Energy, LLC
 Exelon Generation Company, LLC
 Fairchild Energy, LLC
 Fairpoint Energy, LLC
 First Point Power, LLC
 First Wind Energy Marketing, LLC
 FirstLight Power Resources
 Management, LLC
 Fisher Road Solar I LLC
 Fitchburg Gas and Electric Light Co.
 Food City, Inc.
 Footprint Power Salem Harbor
 Development
 FPL Energy Mason, LLC
 FPL Energy Wyman, LLC
 FPL Energy Wyman IV, LLC
 Freepoint Commodities, LLC
 Galt Power Inc.
 Garland Manufacturing Company
 Garland Power Company
 Gas Recovery Systems, LLC
 GBE Power Inc.
 GDF SUEZ Energy Marketing NA, Inc.
 GenBright, LLC
 GenConn Energy LLC
 GenOn Energy Management, LLC
 Georgetown Municipal Light Dep't
 Goose River Hydro, Inc.
 Granite Reliable Power, LLC
 Granite Ridge Energy, LLC
 Gravity Renewables Inc.
 Great Bay Power Marketing, Inc.
 Green Berkshires, Inc.
 Green Development, LLC d/b/a Wind
 Energy Development, LLC
 Green Mountain Energy Company
 Green Mountain Power

Kendall Green Energy LLC
 Kimberly-Clark Corporation
 Kleen Energy Systems, LLC
 Liberty Power Delaware LLC
 Liberty Power Holdings, LLC
 Liberty Utilities (Granite State Electric)
 Corp.
 Linde Energy Services, Inc.
 Littleton (MA) Electric Light Dep't
 Littleton (NH) Water and Light Dep't
 Long Island Lighting Co. d/b/a LIPA
 Longfellow Wind, LLC
 Longreach Energy, LLC
 Longwood Medical Energy
 Collaborative, Inc.
 Lotus Danbury LMS100 One, LLC
 Lotus Danbury LMS100 Two, LLC
 MA Operating Holdings, LLC
 Macquarie Energy, LLC
 Madison Electric Works
 MAG Energy Solutions, Inc.
 Maine Public Advocate Office
 Maine Skiing, Inc.
 Major Energy Electric Services
 Manchester Methane, LLC
 Mansfield Municipal Electric Dep't
 Marble River, LLC
 Marblehead Municipal Light Dep't
 Mass Solar 1, LLC
 Mass. Office of the Attorney General
 Mass. Bay Transportation Authority
 Mass. Development Finance Agency
 Mass. Electric Company
 Mass. Gas and Electric, Inc.
 Mass. Municipal Wholesale Electric Co.
 Mass. Port Authority
 MATEP LLC
 Mega Energy Holdings, LLC
 Mercuria Energy America, Inc.
 Merrill Lynch Commodities, Inc.
 Merrimac Municipal Light Department
 Messalonskee Stream Hydro, LLC
 Mid-Maine Waste Action Corporation
 Middleborough Gas and Electric Dep't
 Middleton Municipal Electric Dep't
 Middletown Power LLC
 Millennium Power Partners, LP
 Mint Energy, LLC
 Montville Power LLC
 Moore Company, The
 Moore Energy LLC
 Morgan Stanley Capital Group, Inc.

Number Nine Wind Farm LLC
 Nxegen, LLC
 Oasis Power, LLC d/b/a Oasis Energy
 Ontario Power Gen. Energy Trading
 Ontario Power Generation Inc.
 Order of St. Benedict of NH
 d/b/a St. Anselm College
 Pacific Summit Energy, LLC
 Palmco Power CT, LLC
 Palmco Power MA, LLC
 Parkview Adventist Medical Center
 Pascoag Utility District
 Patriot Partnership LLC
 Pawtucket Power Holding Company
 Paxton Municipal Light Department
 Peabody Municipal Light Plant
 Peninsula Power, LLC
 Perigee Energy, LLC
 Pioneer Hydro Electric Co., Inc.
 Plainfield Renewable Energy, LLC
 Plant-E Corp.
 Plymouth Rock Energy, LLC
 PNE Energy Supply LLC
 Power Bidding Strategies, LLC
 Power Supply Services, LLC
 Powerex Corp.
 PowerOptions, Inc.
 Praxair, Inc.
 Princeton Municipal Light Department
 Provider Power Mass, LLC
 PSEG Energy Resources & Trade LLC
 PSEG New Haven LLC
 Public Power, LLC
 Public Service Co. of New Hampshire
 d/a/a Eversource Energy
 Putnam Hydropower, Inc.
 Quantum Utility Generation, LLC
 Rainbow Energy Marketing
 Corporation
 RBC Energy Services LP
 Reading Municipal Light Plant
 Record Hill Wind LLC
 ReEnergy Sterling CT LP
 ReEnergy Stratton Energy LLC
 Reliant Energy Northeast LLC
 REP Energy LLC
 Repsol Energy North American Corp.
 Residents Energy, LLC
 Rhode Island Engine Genco, LLC
 Rocky Gorge Corporation
 Roctop Investments Inc.
 Rowley Municipal Light Plant
 Royal Bank of Canada
 Russell Municipal Light Department

Taunton Municipal Lighting Plant
 TCPL Power Ltd.
 TEC Energy, Inc.
 Templeton Municipal Lighting Plant
 Tenaska Power Services Co.
 Texas Retail Energy, LLC
 The Energy Consortium
 The Energy Council of Rhode Island
 Town of New Shoreham, Rhode Island
 Town Square Energy, LLC
 TrailStone Power, LLC
 TransAlta Energy Marketing (U.S.) Inc.
 TransCanada Energy Ltd.
 TransCanada Power Marketing Ltd.
 Twin Eagle Resource Management, LLC
 UIL Distributed Resources, LLC
 Uncia Energy, LP - Series G
 Union Atlantic Electricity, Inc.
 Union Leader Corporation
 Union of Concerned Scientists, Inc.
 Uniper Global Commodities North
 America LLC
 United Illuminating Company
 Utilil Energy Systems, Inc.
 UNITIL Power Corp.
 University of Massachusetts at Amherst
 University System of New Hampshire
 Utility Expense Reduction LLC
 Utility Services, Inc.
 VCharge Inc.
 Verde Energy USA, Inc.
 Vermont Electric Cooperative
 Vermont Electric Power Company, Inc.
 Vermont Energy Investment Corp.
 Vermont Public Power Supply Authority
 Vermont Transco LLC
 Vermont Wind
 Verso Maine Energy, LLC
 Viridian Energy, LLC
 Viridity Energy, Inc.
 Vitol Inc.
 Wakefield Municipal Gas and Light Dep't
 Wallingford, CT, DPU, Electric Division
 Wallingford Energy II, LLC
 Waterbury Generation LLC
 Waterside Power, LLC
 Wellesley Municipal Light Plant
 West Boylston Municipal Lighting Plant
 Western Massachusetts Electric Co.
 d/a/a Eversource Energy
 Westfield Gas & Electric Light Dep't
 Wheelabrator Bridgeport, LP
 Wheelabrator North Andover, Inc.
 WM Renewable Energy, LLC
 Wolfeboro Municipal Electric Department
 Wolverine Holdings, L.P.
 XOOM Energy LLC
 Yes Energy, LLC
 Z-TECH, LLC

Constellation Energy Power Choice, LLC
Constellation Energy Services, Inc.
Constellation NewEnergy, Inc.
Convergent Energy and Power LLC
Covanta Energy Marketing, LLC
Covanta Haverhill Associates, LP
Covanta Maine LLC
Covanta Projects of Wallingford, LP
CPV Towantic, LLC
Cross-Sound Cable Company, LLC
Cumulus Master Fund
Groton Electric Light Department
Groveland Electric Light Department

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The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

CONTINUATION CERTIFICATE

Principal:
Town Square Energy, LLC

16233 Kenyon Avenue

Lakeville MN 55044

Bond No.: BMX1019978

Date: July 21, 2016

Continuation Term:

From: October 9, 2016 **To:** October 9, 2017

Obligee:
New Hampshire Public Utilities Commission

Agent:
Marsh & McLennan Agency LLC, RJF Agencies
7225 Northland Dr North, Suite 300
Minneapolis, MN 55428-1571

Bond Amount: \$ S100,000.00

Premium: \$ S2,000.00

It is hereby agreed that the above referenced captioned numbered Bond issued by The Hanover Insurance Company (hereinafter the "Surety") is continued in force in the above amount for the Continuation Term period of the continued term stated above, and is subject to all the covenants and conditions of said Bond.

This Continuation Certificate shall be deemed a part of the original Bond, and not a separate obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

Surety's liability under said Bond and for all continuation certificates issued in connection therewith shall not be cumulative and shall in no event shall the liability of the Surety exceed the amount as set forth in the Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date."

The Hanover Insurance Company

By: 
Attorney-In-Fact Patricia H. Borchers

cc: 2509766

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

POWERS OF ATTORNEY
CERTIFIED COPY

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

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

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

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

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

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

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



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

Robert Thomas
Robert Thomas, Vice President

Joe Brenstrom
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

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



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

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 21 day of July 2016.

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

J. Michael Pete
J. Michael Pete, Vice President