



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

August 9, 2021

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 an original and two (2) copies of a CEPS Renewal Application for TSE, with attachments. An electronic copy of this filing is being sent to you via email.

If there is anything further that you require at this time, please do not hesitate to contact me.

Sincerely,

/s/ Avi Keilson

Avi Keilson
Director of Regulatory Affairs
973-438-3920
akeilson@genieretail.com

Enc:



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)	
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.	DE
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	DIVERSEGY, LLC
	Business Address	520 Broad Street
		Newark, NJ 07102
	Telephone Number	201-374-9641
	Provide a description of the business purpose of the entity. ENERGY BROKERAGE SERVICES	
	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. N/A	
	Name of Entity	N/A
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.		

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	Tracie Riley
	Title	Customer Service Manager
	Toll-Free Telephone Number (if available)	877-430-0093
	Telephone Number	973-438-7292
	E-Mail Address	triley@genieretail.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Megan Bell
	Title	Complaint Manager
	Business Mailing Address	PO Box 400
		Jamestown, NY 14702
	Telephone Number	973-438-7288
E-Mail Address	regulatory@genieretail.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Avi Keilson
	Title	Director of Regulatory Affairs
	Business Mailing Address	520 Broad Street
		Newark, NJ 07102
	Telephone Number	973-438-3920
E-Mail Address	akeilson@genieretail.com	

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Avi Keilson
	Title	Director of Regulatory Affairs
	Business Mailing Address	520 Broad Street
		Newark, NJ 07102
	Telephone Number	973-438-3920
E-Mail Address	akeilson@genieretail.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. EVERSOURCE (PSNH), UNITIL
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. THE APPLICANT INTENDS TO SERVE ALL TYPES OF CUSTOMERS, RESIDENTIAL, SMALL COMMERCIAL, LARGE COMMERCIAL AND INDUSTRIAL.
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, ME, AND RI



Customer Complaints	
Puc 2006.01(o)	<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	ME	MA	MD	NH	OH	PA	RI			
BILLING ISSUE	2	2	0	0	2	0	1	0			7
CUSTOMER SERVICE ISSUE	3	0	0	0	0	0	1	0			4
DECEPTIVE SALES	3	3	0	0	3	0	0	3			12
ENROLLMENT DISPUTE	7	4	2	0	3	2	0	13			31
RATE ISSUE	13	1	4	1	0	0	2	0			21
CANCELLATION ISSUE	0	1	0	0	2	0	0	1			4
OTHER	8	1	0	0	2	0	6	0			17
											0
											0
											0
											0
Total	36	12	6	1	12	2	10	17	0	0	96



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?	YES
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?	YES
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-not-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>8/5/2021</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>		

Puc 2006.01(h)

Evidence of Applicant's Authorization to do Business in NH

Search Business Names

[← Back to Home \(/online/BusinessInquire\)](#)

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
Town Square Energy, LLC (/online/BusinessInquire/BusinessInformation?businessID=514468)	694437	Town Square Energy, LLC		Foreign Limited Liability Company	3950 E. Riggs Road, Suite 1, Chandler, AZ, 85249, USA	CORPORATION SERVICE COMPANY	Good Standing

Page 1 of 1, records 1 to 1 of 1

[Back](#)

Puc 2006.01(j)

Evidence of Applicant's ISO New England Market Participant Membership



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SIGN UP

SIGN IN

About Us

Participate

Committees and Groups

System Planning

Markets and Operations

Participate > Participant and Asset Listings

Participant Directory

Search the directory for details on and contact information for the entities registered with ISO New England, as well as on the committees and subgroups advising the ISO. For example, you can find:

- Each participant's name, address, stock symbol(s), industry sector, industry type/classification, committee membership, and NEPOOL voting status (if the participant is a member of the New England Power Pool)
- Committee and subcommittee or working group names, member lists, and the company association of members
- [Download a CSV file of the Participant Directory](#)

As you type you will be offered suggested results. Use your keyboard arrows or mouse to navigate the results.

Company Details: Town Square Energy, LLC

Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
114502	Supplier	Participant	Market Participant		N

Committee Members

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
Participant Contact	Randal Miller	CEO	Member	Alternate
Participant Contact	Erin Bauer	Controller	Member	Member

Participant Related Persons

A Participant and its Related Persons (as defined in the [Participants Agreement](#) and [Second Restated NEPOOL Agreement](#)) are together entitled to join any one Sector and to have one vote in that Sector.

Votes for this company are cast by:

IDT Energy, Inc.

This company also votes on behalf of:

None

Updating the Directory

Help keep the directory current — its accuracy is dependent on data in the ISO's Customer and Asset Management System (CAMS). To update data for your organization or committee, see:

- [User guides for CAMS](#)
- [CAMS FAQs](#)

Problems?

Contact [Participant Support and Solutions](#) if you are having trouble with the directory.

APPLICATIONS

[GADS Reporting](#)

[IRTT](#)

[ISO Express](#)

[Ask ISO](#)

MARKETS AND OPERATIONS FORECASTING

[Morning Report](#)

[Seven-Day Forecast](#)

[Three-Day Forecast](#)

[Power System Status](#)



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Commitment](#)

PARTICIPANT SUPPORT

[Contact Us](#)

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Puc 2006.01(k)

EDI Certification from Each Electric Distribution Utility



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

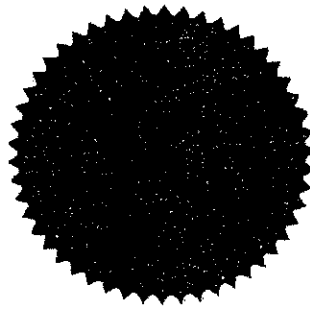
**Public Service of New Hampshire
Certificate of Completion**

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

Puc 2006.01(q)

Detailed Explanation of the Occurrence and the Related Circumstances

PURA Docket No. 10-03-11RE03 – Investigation into Town Square Energy, LLC

On September 26, 2018, the Connecticut Public Utilities Regulatory Authority (“PURA”) commenced an investigation into Town Square Energy, LLC (“TSE”), after receiving customer complaints alleging marketing violations by TSE’s third-party sales representatives. TSE denied any wrongdoing on its part and fully cooperated with the investigation. After settlement negotiations between the parties, which included the Office of Consumer Counsel and the Office of the Attorney General, the investigation ended on July 28, 2021 with TSE’s execution of an Assurance of Voluntary Compliance (“AVC”). The AVC calls for TSE to (i) make a voluntary payment of \$400,000 to Operation Fuel, (ii) voluntarily cease all in-person marketing for a period of 15 months, (iii) file a Compliance and Monitoring Program with PURA, (iv) provide quarterly reports to PURA for a period of 2 years and (v) provide audio recordings of marketing solicitations and sales to the authorities upon their request.

MPUC Docket No. 2017-00144 – Town Square Energy, LLC

On August 4, 2020, the Maine Public Utility Commission (“MPUC”) issued an Order to Show Cause to Town Square Energy, LLC (“TSE”) in response to customer complaints about TSE’s door-to-door marketing activities in Maine. TSE responded to the Order to Show Cause in a timely manner. The parties are currently in the process of negotiating a settlement.

Puc 2006.01(t)(1)

Plan for In-Person Solicitation of Residential Customers

The applicant, Town Square Energy, LLC ("TSE"), has been an active retail energy supplier since 2011. TSE leverages the considerable experience of its executive leadership team and its dedicated back-office operations staff as it develops its brand. TSE engages in in-person solicitation of residential customers in many of the markets that it operates in.

TSE began conducting in-person solicitation of residential customers in New Hampshire several years ago but refrained from such solicitation during the period of the Covid-19 pandemic.

To ensure that in-person solicitation is performed in a compliant manner, the marketing vendors are cautiously selected after a substantial vetting process. The individual sales representatives hired by the vendors are subjected to background checks. All sales representatives are required to be properly trained before they are permitted to participate in any solicitation campaign on behalf of TSE. As of July 1, 2021, the training will be done by employees of TSE or its parent company, rather than by the vendors. The marketing activity of all vendors is monitored by an in-house Quality Assurance team and by field auditors. Misrepresentations or deceptive communications of TSE's products and offers, or any similar violations of the Commission's rules by the sales representatives, is not tolerated.

Puc 2006.01(t)(2)

A Description of the Applicant's Training Program

Relevant excerpts of TSE's Process & Requirements document are attached. However, note that as of July 1, 2021, all new sales representatives will be trained by employees of TSE or its parent company, rather than by the vendor as indicated in the attachment.

Town Square Energy Processes & Requirements

Table of Contents:

1. Training Process
 - a. New Hire Training Process
 - b. Ongoing Training and Probationary period
 - c. Quarterly Training Refresher

2. In-Person Sales Requirements
 - a. Dress Code
 - b. Curfew
 - c. Permitting Requirement
 - d. Required Documents at Point of Sale
 - e. Policy on Recruiting and Hiring Field Agents

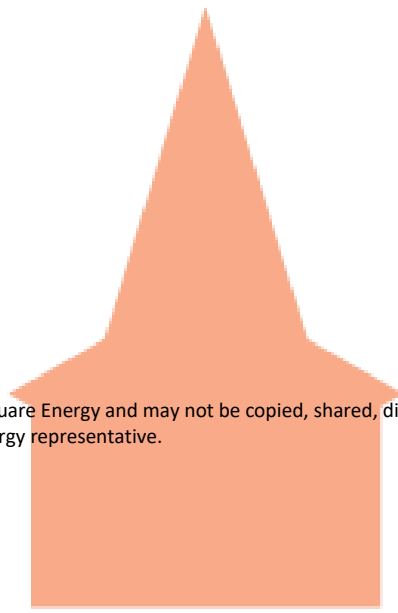
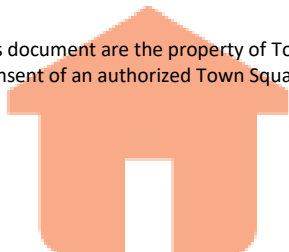
3. Telemarketing Sales Requirements
 - a. Telemarketing Sales Call retention requirements
 - b. Utility Contact Requirements

4. Qualifying Requirements

5. Authorized Parties to Enroll by State

6. Office Operating Requirements

7. 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 Marketing 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

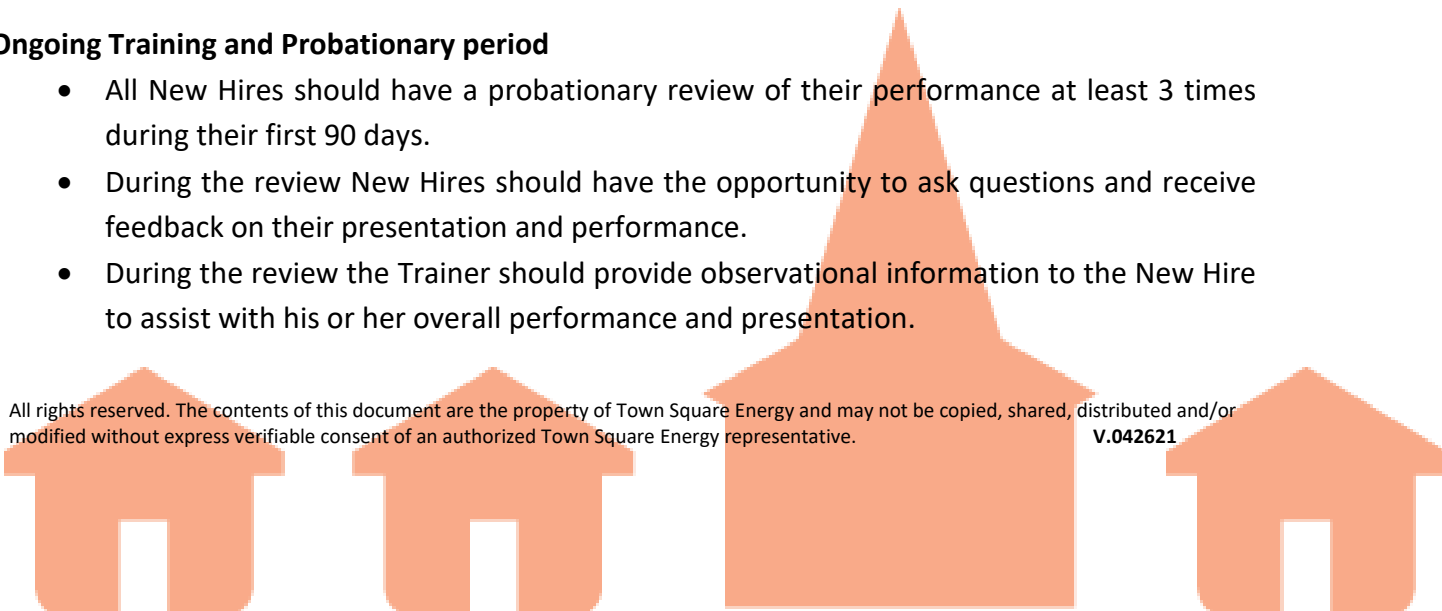
- Day 1 "Classroom Setting":
 - New Hires are to be trained by a certified trainer, manager or senior leader within the sales vendor's organization on all material provided including all compliance policies and procedures.

- 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.



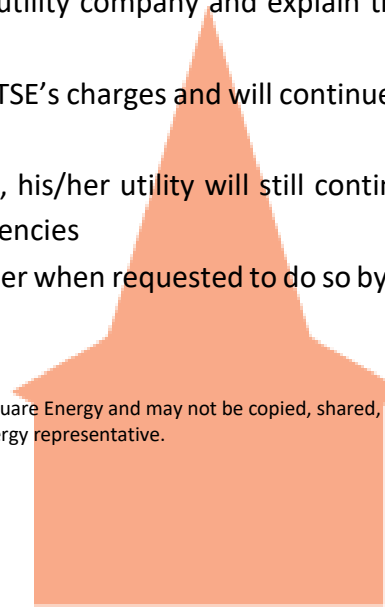
Quarterly Training Refresher

- 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

Marketing Representatives who have in-person, face to face interaction with customers **MUST:**

- Wear TSE branded badge/identification that is visible at all times and which:
 - Prominently display the full name and ID number of the Marketing Representative in legible size type/font.
 - Displays the legitimate trade name, logo, and Customer Service phone number for TSE (1-877-430-0093).
 - Displays a clear and approved photograph of the Marketing Representative.
 - Displays the statement: "I AM NOT A UTILITY EMPLOYEE."
- Carry their State issued photo ID at all times, while marketing for Town Square Energy.
- Offer a business card or other material that provides the Marketing Representative's name, I.D. number, and title, and TSE's contact information for inquires, verification and complaints.
- Start all sales pitch presentations with the Marketing Representative's name.
- Explain that TSE is an independent energy marketer and identify himself or herself as a Marketing 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.
- Terminate the conversation if a language or communication barrier is found.
- Explain all required documents to the customer and review the customer's rights and obligations.
- **NOT** contact the utility on behalf of the customer at any time.
- **NOT** utilize a utility company emergency contact number, or direct a potential customer to do so to obtain account information under any circumstances.
- **NOT** exceed the maximum of 3 TPV attempts for each customer.

Additional Requirements for Retail/Table Top Sales

- Obtain the pre-approval of all Table Top locations from IDT Energy Onboarding, prior to solicitation in a location.
- **Do NOT** set up a Table Top or make a pitch within a one mile radius of any government agency, facility (state or federal) or utility company.
- **Do NOT** market or sell other products/services in conjunction with the Town Square Energy product or within 25 feet of the Table Top/Retail location.

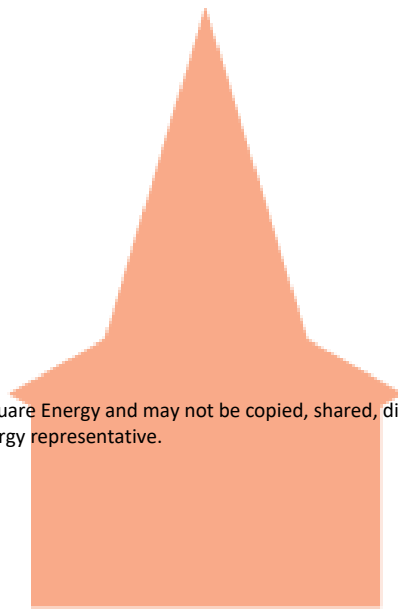
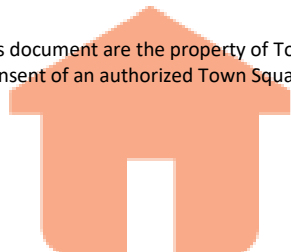
Dress Code:

All Marketing Representatives in the field **MUST** wear:

- TSE branded shirt, a solid color polo shirt or a button down shirt (Business Casual). 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)

All Marketing Representatives in the field must **NOT** wear:

- Sports team jerseys.
- Any type of branded ball cap (only Residents Energy branded ball caps allowed).
- Torn or revealing clothing, including distressed jeans.
- Any type of printed shirts or sweat shirts.
- No hard hats of any kind.
- No reflective vests of any kind.



Curfew:

In all states that Town Square Energy operates in, door-to-door marketing is permitted during the following hours, with the exception of the below States:

- 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.

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

- **OHIO requires 9am to 7 pm all year in absence of a local ordinance**
- **Connecticut requires 10 am to 6 pm, unless the customer schedules an appointment**
- **New Hampshire requires 9am to 7pm Monday-Saturday, 12pm-6pm Sunday and any State of Federal Holiday**

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 Marketing Representative **MUST** inform the police that they are a contracted Marketing Representative working directly for <Sales Vendor Name>; that they are **not** employees of Town Square Energy 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, Town Square 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.

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 Marketing Representative, GRE Onboarding will work with the sales vendor to ensure the Marketing Representative has not worked for any other GRE Brand within the last 30 days.
 - If not, the Marketing 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 a sales vendor is unable to obtain a release from the other sales vendor or from the respective Genie Retail Energy brand, a 30-day non-circumvent policy will take effect (cooling-off period), after which the Marketing Representative may then sell on behalf of the respective Genie Retail Energy brand with the new sales vendor.

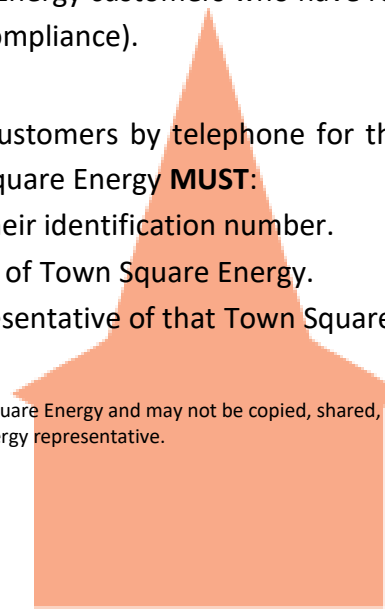
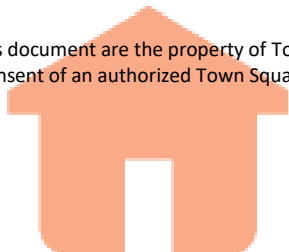
Telemarketing Sales Requirements

All Telemarketing vendors must provide Town Square Energy with the following information:

- Live monitoring ability
- Recordings of sales calls where required (refer to below retention requirements)
- The ANI's (or CID's) their organization is using to contact Town Square Energy customers.
- Their internal DNC records for Town Square Energy customers who have requested DNC (to be sent weekly to Town Square Energy Compliance).

Telemarketing Marketing Representatives who contact customers by telephone for the purpose of selling any product or service offered on behalf of Town Square Energy **MUST:**

- Provide their first name and upon request, their identification number.
- Indicate that the call is being made on behalf of Town Square Energy.
- Identify himself/herself as a Marketing Representative of that Town Square Energy.



Puc 2006.01(t)(3)

Identification of Third-Party Vendor or Vendors that Applicant Intends to Use

Prime Consulting Group

Puc 2006.01(t)(4)

Applicant's Performance Standards and Code of Conduct for In-Person Solicitation

Relevant excerpts of TSE's Compliance Manual document are attached.

- All TLP (BYOD) enrollments are reviewed by Town Square Energy's Processing Department to ensure all required information is provided in the enrollment forms submitted and that all forms are clear and legible.

Forms of acceptable identification for paper or electronic enrollments

- Expiration dates must be on IDs in order to be accepted
- Any US STATE issued identification
- Any US Federally issued identification
- Foreign government issued ID, as long as proof of address is also obtained (such as a picture of the utility or cable bill).
- The name on the bill provided for proof and the name on the ID will have to match for it to be accepted.
- The secondary proof provided should be equally clear and legible as the primary ID and will be uploaded as a separate image.

Examples of Forms of identification that are NOT acceptable

- IDs without expiration dates
- School ID Cards
- Work Identification Cards
- EBT Cards that DO NOT contain a photograph
- Foreign government issued ID, without proof of address

If the review of an enrollment determines invalidity, Town Square Energy may:

- Cancel the enrollment
- Initiate a review of additional sales submissions for the offender
- Recoup commissions in accordance with Sales Vendor's contractual agreements.

Town Square Energy Code of Conduct

The following acts apply to Employees and Contractors and may subject them to immediate termination, depending on the results of any investigation conducted by Town Square Energy's Compliance Team:

- Misrepresenting oneself as an employee of a public utility.
- Failing to wear and/or display an appropriate identification badge while making sales visits to prospective customers.
- Achieving enrollment through fraudulent means and/or processing enrollments from an unauthorized party.

- Knowingly enrolling a customer who does not understand the offer due to a language barrier.
- 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.
- Complaints are to be designated by "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 v Energy may request that vendor to 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 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.
- **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.

Additionally, the following actions will be taken if procedures are not followed in regards to contacting the utility company to obtain customer information:

- The Representative encourages the customer to contact the utility via the utility's **emergency contact number** for the purpose of getting the customer's account information.
 - First violation; written warning, three day suspension and retraining.
 - Second violation; termination and added to Do Not Hire list.
- The Representative does not get expressed permission from customer to do a 3-way call with the utility for the purpose of getting the customer's account information.
 - First violation; written warning, one day suspension and retraining.
 - Second violation; termination.
- The Representative does a 3-way call with a restricted utility for the purpose of getting the customer's account information.
 - First violation; written warning, one day suspension and retraining.
 - Second violation; termination and added to Do Not Hire list.

Puc 2006.01(t)(5)

Field Audit Standards

Town Square Energy Quality Control Assessment Report

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

Compliance Checklist

	YES	NO	Comments
Were the proper permits obtained?			
Did the Retail Table Top set-up meet Requirements?			
Table with branded table cloth?			
Were the Table top locations approved by Onboarding?			
Which platform is being used to complete enrollments?			
Any issues with the verification process?			
Did the Team follow the Health & Safety guidelines?			
Face masks or approved generic face coverings?			
Hand sanitizer used routinely?			
Maintain the required social distances (at least 6 feet)?			
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?			
How many agents present during visit?			
How many Agent on Active Roster?			
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:			

Puc 2006.01(W)

Copy of Each Contract to be Used for Residential and Small Commercial Customers



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 renewable energy certificates purchased. If you have chosen a Variable rate product and the Green/Renewable Energy Supply Option, or if you have chosen a Fixed rate product with the Green/Renewable Supply Option and your service has continued on a Variable rate after the Initial Term pursuant to the TERMS/FEES/NO GUARANTEE OF SERVICE section



below, your rate for the electricity supplied will be TSE's standard 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.

3. TERM/FEES/NO GUARANTEE OF SERVICE: For new customers of TSE on a Variable rate plan, service under this Agreement will begin on the date specified by your LDC and it will continue on a month-to-month basis until either you or TSE cancels it. For new customers of TSE on a Fixed rate plan, service of the Initial Term under this Agreement will begin on a date specified by your LDC and it 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, at least 5 days prior to the expiration of the Initial Term, 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 us at 1-877-430-0093 or email us at customercare@townsquareenergy.com.

5. CANCELLATION/TERMINATION/EARLY TERMINATION FEE: 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 through the date on which cancellation is affected by the LDC. Additionally, if you have chosen a Fixed rate product and you terminate this Agreement during the Initial Term or during a fixed rate Renewal Term, or if TSE terminates this Agreement due to your breach, you shall pay TSE, in addition to any other applicable



charges, the early termination fee, if any, set forth on the Disclosure Summary. The parties acknowledge and agree that the actual damages that TSE will suffer as a result of your early termination or breach are difficult to assess, the early termination fee described herein is a reasonable estimate of such damages, and such early termination fee constitutes liquidated damages rather than a penalty.

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"). The EAP provides eligible residential customers with discounts on their monthly electric bills. To learn more about the EAP, including how to apply, call your local Community Action Agency. The telephone numbers and web addresses of the respective local Community Action Agencies can be found on the NHPUC's website at <https://www.puc.nh.gov/Consumer/communityactionagencies.htm>. Alternatively, you may call the NHPUC at 1-800-852-3793 or 603-271-2431. Additional information regarding EAP and other assistance programs, including the 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 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



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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 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 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.



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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.



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

DISCLOSURE SUMMARY (Small Commercial Customers)	
Product Name	Variable rate plan
Length of the Agreement	Your agreement with TSE will continue until either you or TSE cancels it.
Fixed Per kWh Price	N/A
Variable Price Components	The rate per kWh will 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.
Charges	The price for the electricity supplied will be calculated by multiplying the Variable rate by the number of kWh of electricity consumed.
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	Your agreement with TSE will continue until either you or TSE cancels it.
Promotional Offer	

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



**This document summarizes the key terms of your agreement with
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DISCLOSURE SUMMARY (Residential Customers)	
Product Name	Variable rate plan
Length of the Agreement	Your agreement with TSE will continue until either you or TSE cancels it.
Fixed Per kWh Price	N/A
Variable Price Components	The rate per kWh will 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.
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Promotional Offer	
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**This document summarizes the key terms of your agreement with
Town Square Energy, LLC (“TSE”)**

DISCLOSURE SUMMARY (Small Commercial Customers)			
Product Name	Fixed rate plan		
Length of the Agreement	The Initial Term of the agreement is _____ monthly billing cycles.		
Fixed Per kWh Price	The Fixed rate for the electricity supplied during the first _____ monthly billing cycles of the Initial Term will be _____ per kWh. The Fixed rate for the electricity supplied during the next _____ monthly billing cycles of the Initial Term will be per kWh.		
Variable Price Components	N/A		
Charges	The price for the electricity supplied will be calculated by multiplying the Fixed rate by the number of kWh of electricity consumed.		
Fixed Price Small Commercial Customers who use	2000 kWh of electricity	4000 kWh of electricity	6000 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	If you terminate the Agreement during the Initial Term, or during a fixed rate Renewal Term, you will be charged an early termination fee of \$50.00.		
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		

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1-877-430-0093; customer@townsquareenergy.com; www.townsquareenergy.com



	<p>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, at least 5 days prior to the expiration of the Initial Term, you request that TSE cancel your service or you enter into a new, replacement agreement with TSE. If TSE does not wish to 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.</p>
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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 _____ monthly billing cycles.		
Fixed Per kWh Price	The Fixed rate for the electricity supplied during the first _____ monthly billing cycles of the Initial Term will be _____ per kWh. The Fixed rate for the electricity supplied during the next _____ monthly billing cycles of the Initial Term will be per kWh.		
Variable Price Components	N/A		
Charges	The price for the electricity supplied 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.		
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	<p>Agreement will then automatically renew for the Renewal Term described in the Renewal Notice at the Fixed rate described in the Renewal Notice, unless, at least 5 days prior to the expiration of the Initial Term, you request that TSE cancel your service or you enter into a new, replacement agreement with TSE. If TSE does not wish to 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.</p>
Electric Assistance Program	<p>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.</p>



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Variable Price Components	N/A		
Charges	The price for the electricity supplied will be calculated by multiplying the Fixed rate by the number of kWh of electricity consumed.		
Fixed Price Small Commercial Customers who use	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
Will pay	\$	\$	\$
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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		

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	<p>described in the Renewal Notice, unless, at least 5 days prior to the expiration of the Initial Term, you request that TSE cancel your service or you enter into a new, replacement agreement with TSE. If TSE does not wish to 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.</p>
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Electric Assistance Program	<p>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.</p>



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Variable Price Components	The rate per kWh will 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.
Charges	The price for the electricity supplied will be calculated by multiplying: (i) the Variable rate with the Green/Renewable “adder,” by (ii) the number of kWh of electricity consumed.
Environmental Characteristics	You have chosen TSE’s Green/Renewable Energy Supply option. TSE will ensure that 100% of your electricity usage is matched with renewable energy certificates. You will be charged an “adder” of up to 3 cents per kWh for this option.
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	Your agreement with TSE will continue until either you or TSE cancels it.
Promotional Offer	

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Town Square Energy, LLC (“TSE”)**

DISCLOSURE SUMMARY (Residential Customers)	
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Promotional Offer	
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Charges	The price for the electricity supplied will be calculated by multiplying the Fixed rate by the number of kWh of electricity consumed.		
Fixed Price Small Commercial Customers who use	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
Will pay	\$	\$	\$
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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		

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	<p>Agreement will then automatically renew for the Renewal Term described in the Renewal Notice at the Fixed rate described in the Renewal Notice, unless, at least 5 days prior to the expiration of the Initial Term, you request that TSE cancel your service or you enter into a new, replacement agreement with TSE. If TSE does not wish to 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.</p>
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Variable Price Components	N/A		
Charges	The price for the electricity supplied 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	\$	\$	\$
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Electric Assistance Program	<p>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.</p>



State of New Hampshire SCHEDULE – A

New Hampshire 12 Month Historic Variable Rates		
	Eversource	
	Date	Standard Variable
Highest	Feb-21	\$0.1397
Lowest	Jun-20	\$0.0929
		Green Variable
Highest	Feb-21	\$0.1597
Lowest	Jun-20	\$0.1129
	Unitil	
	Date	Standard Variable
Highest	Mar-21	\$0.1498
Lowest	Jun-20	\$0.0940
		Green Variable
Highest	Mar-21	\$0.1698
Lowest	Jun-20	\$0.1140

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NOTICE FOR NEW HAMPSHIRE RESIDENTIAL CUSTOMER

VARIABLE RATE

This notice confirms the following:

- You have agreed to change the provider of your electricity supply service to Town Square Energy (“TSE”).
- Your electricity supply price will fluctuate at TSE’s discretion. TSE takes numerous factors into account when setting the price. See the Terms of Service for more details.
- Each new price will be posted on TSE’s website, www.townsquareenergy.com, at least 5 days prior to its implementation.
- If you received your Terms of Service from us via email, you will have until midnight of the tenth business day following your receipt of the email to rescind the enrollment. If you received your Terms of Service from us via regular mail, your right to rescind extends to midnight of the eleventh business day after the postmark date.
- To contact TSE, you can write to us at 3950 E. Riggs Rd., Suite 1, Chandler, AZ 85249, call us at 1-877-430-0093 or email us at customercare@townsquareenergy.com.

Thank you for choosing Town Square Energy as your electric supplier.

We look forward to serving you!

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



NOTICE FOR NEW HAMPSHIRE RESIDENTIAL CUSTOMER

FIXED RATE

This notice confirms the following:

- You have agreed to change the provider of your electricity supply service to Town Square Energy (“TSE”).
- Your electricity supply price for the Initial Term of your agreement with TSE will be ____ per kwh.
- The Initial Term of your agreement with TSE will be _____ monthly billing cycles. When the Initial Term expires the agreement will automatically renew, as described more fully in the Terms of Service.
- If you received your Terms of Service from us via email, you will have until midnight of the tenth business day following your receipt of the email to rescind the enrollment. If you received your Terms of Service from us via regular mail, your right to rescind extends to midnight of the eleventh business day after the postmark date.
- To contact TSE, you can write to us at 3950 E. Riggs Rd., Suite 1, Chandler, AZ 85249, call us at 1-877-430-0093 or email us at customercare@townsquareenergy.com.

Thank you for choosing Town Square Energy as your electric supplier.

We look forward to serving you!

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Puc 2003.01(b)(2)

Financial Security Instrument



GREAT AMERICAN INSURANCE COMPANY

Certificate Continuing In Force Bond No. 1538656

Name of Principal: TOWN SQUARE ENERGY, LLC

Name of Oblige: NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

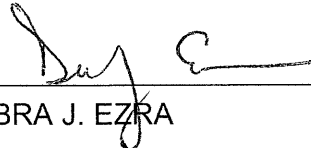
Amount of Bond: \$ 500,000.00

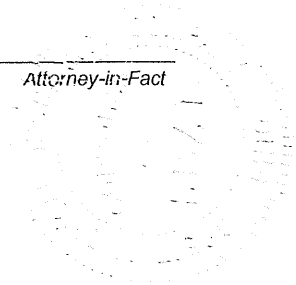
The **Great American Insurance Company** in consideration of the premium, does hereby continue in force the above described bond from the 9TH day of OCTOBER, 2020, to the 9TH day of OCTOBER, 2021, standard time at the obligee's address, but this certificate shall not be binding upon the said Company until countersigned by a duly authorized representative of the said Company.

This certificate is issued upon the condition that the liability of the **Great American Insurance Company** shall under no circumstances be cumulative in amounts from year to year, regardless of the number of years said bond be continued in force and the number of premiums that may be paid or payable.

Dated
AUGUST 27, 2020

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 21215

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 24TH day of OCTOBER 2018

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of OCTOBER

2018, before me personally appeared MARK VICARIO, 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 Comm. Expires
May 18, 2025

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 27th day of August, 2020



Steph C. B.

Assistant Secretary



301 East 4th Street
Cincinnati, OH 45202

GAIg.com

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2019**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 4,151,708,417	Unpaid losses and loss expenses.....	\$ 4,097,867,979
Stocks.....	1,373,914,922	Reserve for underwriting expenses.....	299,977,750
Mortgage loans on real estate.....	370,715,151	Reserve for unearned premiums.....	1,469,883,822
Real estate (net of encumbrances).....	57,455,615	Ceded reinsurance premiums payable.....	144,300,777
Cash and short-term investments.....	752,974,261	Funds held under reinsurance treaties.....	555,341,414
Other invested assets.....	766,672,430	Retroactive reinsurance ceded.....	(131,593,738)
Receivable for securities.....	3,036,261	Other liabilities.....	205,005,266
Investment income due and accrued.....	38,476,462	Total liabilities.....	6,640,783,270
Agents' and premium balances.....	664,425,875		
Reinsurance recoverable on loss and loss expense payments.....	53,513,207	Capital stock.....	\$ 15,440,600
Federal and foreign income taxes.....	9,584,901	Paid in surplus.....	871,833,489
Net deferred tax asset.....	138,212,352	Special surplus funds.....	90,949,254
Receivable from affiliates.....	11,964,847	Unassigned funds.....	1,356,453,392
Receivable from Federal Crop Insurance Corporation.....	325,600,767	Policyholders' surplus.....	2,334,676,735
Company owned life insurance.....	185,334,724		
Funds held as collateral.....	6,644,421		
Funded deductibles.....	27,370,186		
Other admitted assets.....	37,855,206		
Total.....	\$ 8,975,460,005	Total.....	\$ 8,975,460,005

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 Beraha, 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, 2019.

Subscribed and sworn to before me

this 2nd day of March, 2020.

Public Notary

Controllor

Assistant Secretary

SHARON R. HULEN
Notary Public, State of Ohio

Annuity Group and the Company's Securities Group
My Commission Expires 12-22-2021

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