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**CONFIDENTIAL  
MATERIAL  
IN COMM FILE**

February 13, 2015

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

**RE: Mint Energy, LLC – Competitive Electric Supplier Renewal Application**

Dear Director Howland,

Per the New Hampshire Code of Administrative Rules Part Puc 2003.02, enclosed please find the CEPS renewal registration application materials for Mint Energy, LLC along with a check for the appropriate filing fee (in compliance with Puc 2003.02(c)).

Included with the CEPS Application are:

- Applicant's authorization to do business in New Hampshire, labeled as **Exhibit 'A'**
- A sample of bill forms Applicant intends to use, labeled as **Exhibit 'B'**
- A copy of the contract forms that will be used by Applicant, labeled as **Exhibit 'C'**
- Demonstration of technical ability, labeled as **Exhibit 'D'**
- Evidence of market participation in ISO-New England, labeled as **Exhibit 'E'**
- A request for limited waiver of the financial security regulations of Puc 2003.03(5)(b), labeled as **Exhibit 'F'** [Please note that the Original LOC was already sent to the PUC]
- A Disclosure of Aggregators Report (in compliance with Puc 2003.03(c)), labeled as **Exhibit 'G'**.

Mint Energy is a competitive retail supplier that is licensed in Connecticut, Maine, Massachusetts, New Hampshire, Pennsylvania, and Rhode Island. Founded in 2010, Mint Energy is one of the fastest growing independent energy retailers in the northeast. We are participants in the following wholesale markets: ISO New England (ISO-NE) & PJM Interconnection (PJM).

In addition to the original and two paper copies, Mint Energy has also submitted, pursuant to Puc 203.03, PDF electronic copies to: [executive.director@puc.nh.gov](mailto:executive.director@puc.nh.gov)

Please feel free to contact me directly at (781) 229-6468 ext. 319 or by email at [tom.moore@mintenergy.net](mailto:tom.moore@mintenergy.net) with questions.

Sincerely,

Thomas A. Moore  
Legal Analyst

**LINKED**

**Before the  
STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of  
Mint Energy, LLC  
For Its Renewal Registration  
As a Competitive Electric Power  
Supplier ("CEPS")

Docket No. \_\_\_\_\_

**APPLICATION OF MINT ENERGY, LLC FOR ITS RENEWAL REGISTRATION AS A  
COMPETITIVE ELECTRIC POWER SUPPLIER ("CEPS")**

Pursuant to Puc 2003.01, 2003.02, 2003.03 and 2006.01, Mint Energy, LLC (the "Applicant") hereby submits the following information in support of this Application for a Renewal Registration as a CEPS ("Application") in the State of New Hampshire.

- (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, its website address

**The Applicant's legal name is Mint Energy, LLC. Applicant intends to operate as Mint Energy. Applicant's website address is www.mintenergy.net.**

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

**The Applicant's business address, telephone number, email address and website address are as follows:**

**Mint Energy, LLC  
1 Rounder Way  
Suite 220  
Burlington, MA 01803  
Business Tel: (781) 229-6468  
Customer Service Tel: 877-611-MINT (6468)  
Email Address (Customer): custserv@mintenergy.net  
Web: www.mintenergy.net**

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

**Mint Energy is a Massachusetts limited liability company.**

- (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.

**All individuals listed below have the business address listed in (2), above.**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>Email Address</u>
David S. Reinfeld	Member	(781) 229-6468	<u><a href="mailto:dreinfeld@mintenergy.net">dreinfeld@mintenergy.net</a></u>
Louis A. Frate	Member	(781) 229-6468	<u><a href="mailto:lfrate@mintenergy.net">lfrate@mintenergy.net</a></u>

**In each case, the business address for the relevant individuals is:**

**1 Rounder Way, Suite 220  
Burlington, MA 01803**

- (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;

**An affiliate (i.e., sharing common ownership with the Applicant) is Patriot Energy Group, Inc., which is headquartered at 1 Rounder Way, Suite 200, Burlington, MA 01803, and whose telephone number is (781) 376-1888.**

- b. A description of the business purpose of the entity; and

**Patriot Energy Group, Inc. is a licensed/registered (in several states, including New Hampshire) broker and/or aggregator of electricity and natural gas that represents commercial and industrial customers.**

- c. A description of any agreements with any affiliated New Hampshire utility;

**N/A**

- (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;

**Applicant's customer service telephone number is (877) 611-6468. Customers may also reach Applicant at [custserv@mintenergy.net](mailto:custserv@mintenergy.net).**

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

**Thomas A. Moore, Legal Analyst  
1 Rounder Way, Suite 220  
Burlington, MA 01803  
(781) 229-6468, ext. 319  
[tom.moore@mintenergy.net](mailto:tom.moore@mintenergy.net)**

- (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.

**Douglas Patch, Registered Agent  
Orr & Reno, P.A.  
45 S. Main Street  
Concord, NH 03301**

- (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

**Please See Exhibit "A" to this Application.**

- (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

**Applicant will operate in PSNH territory. Applicant may, at some point, expand into the service territories of Unitil, Liberty Utilities, and NHEC, as customer demand demonstrates.**

- (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.

**Applicant intends to only serve all non-residential customer classes, as well as residential customer-class accounts that are attributable to non-residential customers (e.g., churches, etc.) within the utility franchise areas identified in (10), above. Applicant may at a later date expand into the mass-market residential market.**

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

- **Connecticut,**
- **Maine,**
- **Massachusetts,**
- **New Hampshire,**
- **Pennsylvania, and**
- **Rhode Island.**

- (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

**Applicant is not aware of any formal customer complaints filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency within the last calendar year against Applicant or its principals.**

- (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

**Neither of Applicant's principals have ever been convicted of any felony that has not been annulled by a court.**

- (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;
  - 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; or
  - 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 of the above statements are true regarding the Applicant or Applicant's principals.**

- (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(s) or customers who are listed on the National Do Not Call Registry;

**As Applicant does not intend to telemarket to residences (see response to item (11), above) or serve residential customers in New Hampshire at this time, this item does not apply.**

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

**Applicant does not intend to telemarket to, or serve, at this time, residential customers.**

- (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 may, for certain supply services use the utility's billing service. However, for those electricity supply services for which it intends to separately bill, please see Exhibit "B" to this Application for Applicant's bill form.**

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

**A copy of the contract form(s) that will be used by Applicant with small commercial customers, as defined in the PUC's rules, is attached as Exhibit "C" to this Application. Applicant does not intend to supply to residential customers at this time.**

- (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; and

**I, David S. Reinfeld, the undersigned, do hereby certify that I am a Manager and Member of Mint Energy, LLC, that I have the authority to file this Application, Supplementary Information, and Exhibits with the New Hampshire Public Utilities Commission on behalf of Mint Energy, LLC, and that to the best of my knowledge, the contents of this Application are truthful, accurate and complete.**



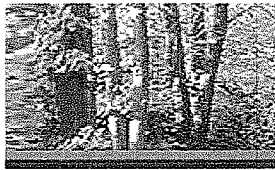
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**David S. Reinfeld, Manager**

Dated: February 13, 2015

**EXHIBIT A**

**Authorization of Mint Energy, LLC to do Business in New Hampshire**



## Corporation Division

**Date:** 2/5/2015      **Filed Documents**  
(Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.

**Business Name History**

<b>Name</b>	<b>Name Type</b>
Mint Energy, LLC	Legal
Mint Energy, LLC	Home State

**Limited Liability Company - Foreign - Information**

<b>Business ID:</b>	636740
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	9/28/2010
<b>State of Business.:</b>	MA
<b>Principal Office Address:</b>	1 Rounder Way S220 Burlington MA 01803
<b>Principal Mailing Address:</b>	1 Rounder Way S220 Burlington MA 01803
<b>Last Annual Report Filed Date:</b>	3/6/2014
<b>Last Annual Report Filed:</b>	2014

**Registered Agent**

<b>Agent Name:</b>	Patch, Douglas L, Esq
<b>Office Address:</b>	45 S Main Street Concord NH 03301
<b>Mailing Address:</b>	

**NEW!** File Annual Report Online.

**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.



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**EXHIBIT B**

**Sample New Hampshire Bill Form**

**Contacting Us**

Your Energy Supplier is Mint Energy  
Tel: 877 611-MINT  
Email: [custserv@mintenergy.net](mailto:custserv@mintenergy.net)  
Web: [www.mintenergy.net](http://www.mintenergy.net)

Mint Energy, LLC  
One Rounder Way, Suite 220  
Burlington, MA 01803

ABC Company  
1234 Main Street  
Hampton, NH 12345

ABC Company  
1234 Main Street  
Hampton, NH 12345

Account No. :  
Billing Date :  
Due Date :

122917  
November 4, 2013  
December 2, 2013

**Account Summary Information**

Previous Balance :	\$9,138.08
Payment Received :	-\$8,600.55
Current Charges :	\$7,341.67
Total Amount Due :	\$7,879.20

(See "Your Service Charges" for details)

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Total Amount Due *	\$7,879.20
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\* To avoid late payment charges being assessed to your account, please send all payments to the address printed below.

Powered by Mint Energy LLC

122917  
November 4, 2013  
December 2, 2013

Thank you for choosing Mint Energy for your electric supply needs. We appreciate your business. You will be receiving our invoice once each month. Please call us directly at (877) 611-MINT.

Please return this portion with check or money order payable to Mint Energy, LLC. Do not staple or fold.

<b>Please Pay By</b>	<b>Amount Due</b>
<b>December 2, 2013</b>	<b>\$7,879.20</b>
<b>Amount Enclosed: \$</b>	

Account No. : 122917  
Billing Date : November 4, 2013

**Mint Energy, LLC,  
Department 1510  
P O Box 4110  
Woburn, MA 01888-4110**

0000000000000000000122917201312020000787920



ABC Company  
1234 Main Street  
Hampton, NH 12345

Account No. :  
Billing Date :  
Due Date :

122917  
November 4, 2013  
December 2, 2013

### Your Service Charges

1234 Main Street

LDC: PSNH Acct #: 5348021004 29 Days  
Service Class: GV Service Period: 9/25/2013 to 10/24/2013

#### Electric Service - Actual Usage

NEPOOL LMP Energy Charges : 94,214 KWH @ \$0.0394	\$3,710.19
Capacity Charges : see page 2	\$1,178.27
Ancillary Services : 94,214 KWH @ \$0.0045	\$428.66
Renewable Energy Requirement : 94,214 KWH @ \$0.0089	\$834.83
Service Fee : 94,214 KWH @ \$0.0080	\$753.71
State Sales Tax	\$431.60

#### Other Charges & Adjustments

Late Payment Charge	\$4.41
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Total for Service Period : \$7,341.67

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Average Total Price for Billing Period per KWH: \$0.0733

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**EXHIBIT C**

**Sample Contract for Small Business Customers**

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## Electricity Supply Authorization

New Hampshire – Commercial & Industrial



COMMERCIAL CUSTOMER INFORMATION	
Customer Name: <a href="#">Click here to enter text.</a>	LDC Accounts: <i>See Addendum A</i>
Federal Tax ID: <a href="#">Click here to enter text.</a> <input type="checkbox"/> <i>Tax Exempt/Special Status (doc. req'd)</i> Mint Pool Identifier: <a href="#">Click here to enter text.</a>	
Contract ID: <a href="#">Click here to enter text.</a> Created On: <a href="#">Click here to enter text.</a> Offer Valid Thru: <a href="#">Click here to enter text.</a>	
Initial Term of Service: <a href="#">Click here to enter text.</a> Months   Intended Start Month/Year: <a href="#">Click here to enter text.</a>	
*Intended Start Month: Mint Energy will make commercially reasonable efforts to start service in intended service month.	

**Authorization and Acknowledgment:** The undersigned warrants and represents that he/she is legally authorized to enter into this Electricity Supply Authorization ("Authorization") on behalf of Customer and, by signing below, acknowledges Mint Energy's authority to switch Customer's electric service from its current competitive supplier or the utility's default generation service to Mint Energy and enroll all Customer accounts listed on Addendum A ("Accounts") on or around the Intended Start Date. Customer authorizes Mint Energy to obtain, and its LDC to release to Mint Energy for purposes related to account establishment, any Customer account information, including historical usage information, interval data, account number, and payment history; and consents to Mint Energy's release of confidential and other information to Customer's LDC necessary to enroll Customer. **This Electricity Supply Authorization is not valid or binding on Mint Energy unless and until signed by both Parties and both Parties have executed—and Mint Energy has accepted, pursuant to the terms contained therein—an Electric Supply Agreement—Terms of Service ("ESA"), at which time this Authorization will be incorporated into and become part of the ESA.**

CUSTOMER INFORMATION	CUSTOMER CONTACT	BILLING CONTACT (Required)
NAME: ATTN:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
PHONE #:		
FAX #:		
E-MAIL:		
SIGNATURE		<i>For Back Office Use Only</i>
Customer: <a href="#">Click here to enter text.</a>		<b>Mint Energy, LLC</b>
Signature:		Signature:
Print Name:		Print Name:
Print Title:		Print Title: Contract Administrator
Date:		Date:

**CONFIDENTIAL**  
**Electricity Supply Agreement—Terms of Service**  
 New Hampshire – Comm. & Ind. (demand less than 100 kW)



<b>COMMERCIAL CUSTOMER INFORMATION</b>	
Customer: <a href="#">Click here to enter text.</a>	LDC Account No: <i>See attached Addendum A</i>
Fed. Tax ID: <a href="#">Click here to enter text.</a> Duns: <a href="#">Click here to enter text.</a> <input type="checkbox"/> <i>Tax Exempt/Spec. Stat. (doc. req)</i>	
Contract ID: <a href="#">Click here to enter text.</a> //Created: <a href="#">Click here to enter text.</a> //Valid Thru: <a href="#">Click here to enter text.</a>	
Initial Term of Service: <a href="#">Click here to enter text.</a> Months   Intended Start Month/Year: <a href="#">Click here to enter text.</a> <i>* Mint Energy will make commercially reasonable efforts to start service in Intended Service Month.</i>	
Promo Code/Other: _____	Service Fee: \$ <a href="#">Click here to enter text.</a> per kWh

**Agreement:** This Electricity Supply Agreement—Terms of Service and all addenda attached hereto form the Agreement (the “Agreement” or “ESA”) between Mint Energy, LLC (“Mint Energy”) and Customer (“Customer,” each a “Party” and collectively the “Parties.”)

**Enrollment:** Customer has read and agrees to the provisions contained in this Agreement. Customer authorizes Mint Energy to enroll Customer as Mint’s customer and understands that Mint Energy will be Customer’s electricity supplier. By signing this ESA (facsimile signature accepted as if it were an original) the undersigned below warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. Supply of electricity under this Agreement is conditioned upon Mint Energy’s (1) review and approval of Customer’s creditworthiness and (2) verification of the accuracy of all Customer-provided information with respect to electricity usage and Addendum A.

	CUSTOMER CONTACT	BILLING CONTACT (Required)	Mint Energy, LLC CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			Mint Energy, LLC	<u>For payment by check, please send to:</u> Mint Energy, LLC Department 1510 P.O. Box 4110 Woburn, MA 01888-4110
STREET ADDRESS:			One Rounder Way Suite 220	
CITY, STATE, ZIP:			Burlington, MA 01803	
PHONE #:			(877) 611-6468	
FAX #:			(888) 611-6468	
E-MAIL:			contracts@mintenergy.net	
<b>SIGNATURE</b>			<i>For Back Office Use Only</i>	
Customer: <a href="#">Click here to enter text.</a>			<b>Mint Energy, LLC</b>	
Signature:			Signature:	
Print Name:			Print Name:	
Print Title:			Print Title: Contract Administrator	
Date:			Date:	



# Electricity Supply Agreement—Terms of Service

New Hampshire - Comm & Ind. (demand less than 100 kW)

- A. Services:** Mint Energy will sell and deliver, or caused to be delivered, and Customer will purchase and receive, or cause to be received, during the term of this Agreement, electricity for each metered account listed under Addendum A.
- B. Term:** Mint Energy will determine, (e.g., using scheduled LDC/utility meter reading date), the service start date for each account listed in Addendum A after its receipt of Customer's signed ESA, which will be indicated on Mint Energy's first invoice to Customer, and Customer remains responsible for all charges and fees related to service prior to such service start date. Service will continue until the meter reading date during the last month of the Initial Term specified in this Agreement (the "Initial Term"). After the Initial Term expires, this Agreement will continue for successive one (1) month Renewal Term(s) on the same rates, terms, and conditions as the Initial Term. However, if Customer gives Mint Energy thirty (30) days written notice to terminate prior to the end of such Initial Term or at any time during such Renewal Term, termination will take place on the first scheduled meter reading taking place after the thirtieth (30<sup>th</sup>) day of such notice in accordance with the terms herein.
- C. Customer Class:** Customer warrants and represents that (1) the aggregate demand of all accounts on Addendum A is less than 100 kW and (2) no account listed on Addendum A is classified as residential under NHPUC rules.
- D. Rescission:** Customer may rescind this Agreement and authorization for Mint Energy to enroll Customer within three (3) business days from the date on which the Agreement is delivered to Customer via hand delivery or electronic delivery. If this Agreement is delivered to Customer by the United States Postal Service, customer may rescind within five (5) business days from the postmark date.
- E. Energy Price:** Customer agrees to pay charges in cents per kWh as specified herein for services for all kWhs for the stated Term. Price(s) do not include any applicable taxes. **A completed tax exemption certificate must accompany this Agreement. If no certification is attached, Mint Energy will treat sales to Customer as subject to taxes and will process Customer's account accordingly.** Customer is still responsible for paying the LDC delivery charges as well as any other applicable charges.
- F. Energy Price Components:**

***Energy Price = Energy Charge + Retail Administrative Adder (described below)***

Customer's total variable index-based Energy Price will be calculated as a sum of the Energy Charge plus the Retail Administrative Adder (described below) plus any applicable fees, pass-through charges, and taxes.

**G. Energy Price Component Description:**

1. **Energy Charge** will be either the Real Time or Day-Ahead Locational Marginal Price, or a combination thereof (including energy cost, system congestion costs and transmission and distribution line losses), for the appropriate New Hampshire load zone expressed in \$/MWh and published by ISO-NE for the applicable hour, divided by 1,000 to convert to \$/kWh. For purposes of this ESA, Customer's hourly kWh usage will be determined in the following manner.
  - a. For **Non-interval Data Customers:** Mint Energy will apply a commercially reasonable load profile,

to scale Customer's monthly metered kWh usage to hourly increments.

- b. For **Interval Data Customers**: Mint Energy may use either, at its sole option, the Customer's actual hourly meter reading from Customer's utility, apply a suitable, commercially reasonable hourly load profile to scale Customer's monthly metered kWh usage to hourly increments.
- 2. **Retail Administrative Adder** includes Mint Energy's fixed Service Fee and also includes costs for providing Capacity, RECs, and Ancillary Services. The RAA will vary based on price components that include but are not limited to, charges from or paid to ISO-NE and state regulatory agencies. The RAA excludes applicable taxes, which will be billed separately.
  - a. **Service Fee** (as specified on page 1) contains marketing, regulatory, administrative, billing, risk management, and other Mint Energy fees, costs, and charges.
  - b. **Capacity Charges** contain costs associated with Mint Energy's obligation to provide capacity, as required by ISO-NE. This includes but is not limited to costs imposed upon Mint Energy by ISO-NE and incurred by Mint for managing risks associated with serving the capacity obligation related to Customer's load, and other related costs.
  - c. **Renewable Energy Certificate Charges ("RECs")** include compliance costs for the Rhode Island Renewable Energy Portfolio Standard, with the cost calculated as: Applicable Alternative Compliance Payment Cost multiplied by the applicable Cumulative Minimum Percentage of New Renewable Generation Attributes, multiplied by Customer's kWh consumption, plus other related costs.
  - d. **Ancillary Charges include**, include, but are not limited to, scheduling and related charges; fees levied by ISO-NE on Mint Energy, such as: NCPC, Regulation Charges, GIS, Locational Forward Reserve, Real-Time Reserves, Load Response, Administrative; and Mint Energy charges and costs related to managing all of the above.

**H. Billing and Payment Methods:** Customer consents to be billed monthly for services provided hereunder via the Dual Billing Method, under which Customer will receive two invoices, one from Mint Energy for Mint Energy's electric supply charge, and one from the LDC for its delivery charges, each with applicable taxes. Under the Dual Billing Method, payments for Mint Energy's electric supply charge will be made directly to Mint Energy. Full payment due must be received by Mint Energy during normal business hours (i.e., by 5 p.m.) within twenty five (25) calendar days from the date upon the invoice ("Payment Date"). Should such date fall on a weekend or nationally recognized holiday, such payment will be due on the next business day. If full payment is not received by the Payment Date, it will be considered late, may be reported to a credit agency, and will subject Customer to default, termination, and other relevant ESA provisions. Late and partial payment balances will be subject to charges calculated and accrued on a daily basis at the maximum rate of interest permissible by law. In addition, Customer will reimburse Mint Energy for any fees we incur related to late payments or insufficient credit, or collecting Customer's outstanding invoices, including reasonable attorney's fees. Before this ESA terminates, Customer agrees to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by the Customer during the term of this ESA and not previously billed.

**I. Title and Risk of Loss:** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Mint Energy to Customer at the delivery point for each account specified in Addendum A.

**J. Customer Service:** For general inquiries about your electricity service and other non-emergency issues, contact Mint Energy toll free at (877) 611-6468 or by mail at 1 Rounder Way, Suite 220, Burlington MA, 01803 Attn: Customer Service.

- K. Contact Information:** In the event of an electric-related emergency such as a power outage and/or equipment service needs, Customer agrees to call the LDC at its emergency phone number: PSNH: 1-800-662-7764. NH Electric Coop.: 1-800-698-2007. Liberty Utilities: 1-800-375-7413.
- L. Bill Assistance and Do Not Call:** Customers may be included on a Do Not Call list by registering with the Federal Trade Commission at [www.donotcall.gov](http://www.donotcall.gov) or by telephone at 866-382-1222. Customer may obtain additional information regarding consumer protection rights from the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 800-852-3793.
- M. Credit Requirements:** Mint Energy reserves the right to request a credit history on an applicant for service prior to offering or at any time during the term of this ESA. Mint Energy reserves the right to refuse service to any entity that does not meet Mint Energy's minimum credit requirements. If Mint Energy determines, before offering service or at any time during the term of this ESA that Customer's credit is or becomes unsatisfactory, Mint Energy may require, upon written request, and Customer will provide, a security deposit in an amount determined by Mint Energy in a commercially reasonable manner, and compliant with all applicable rules and regulations. Should Customer not provide such security deposit, Customer will be in material default. Interest for Customer's security deposit will be based on the Prime Lending Rate, published in the Wall Street Journal on the first business day of every month. Interest shall accrue between the time of Customer's initial deposit and Customer's termination with Mint Energy.
- N. Information Disclosure and Material Change in Usage:** By executing this ESA, Customer authorizes Mint Energy to obtain, and its LDC to release to Mint Energy for purposes related to account establishment, any Customer account information, including historical usage information, interval data, account number, and payment history. Customer further authorizes Mint Energy to release confidential and other information to Customer's LDC necessary to enroll Customer. Customer will promptly (at least five (5) business days prior to such event or circumstance) whenever Customer has reason to believe its kilowatt demand or kWh usage will deviate in a material fashion from historical usage patterns, and provide estimates of related deviations. Customer acknowledges that significant decreases or increases in its usage could negatively impact Customer's contracted rate. If such material change requires Mint Energy to adjust the contracted rate(s), Customer hereby expressly authorizes Mint Energy to do so retroactively to such material change start date and pay such amount due in a timely fashion, and prospectively upon Customer's written (e.g., email) consent for the time remaining for the account term(s). Such consent will be deemed given if Customer does not provide written consent within five (5) business days of written notice from Mint Energy. Alternatively, Mint Energy may terminate this Agreement without penalty, and if it does so, Customer agrees to pay any retroactive charges (as defined above) assessed to it by Mint Energy.
- O. Termination of Agreement by Customer:** Customer may terminate this Agreement, in whole or with respect to any single account included, by providing thirty (30) days advance written notice to Mint Energy. However, in the event of such termination, Customer will still pay to Mint Energy any outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA before the date such termination becomes effective, including late fees for any overdue payments.
- P. Termination of ESA by Mint Energy/Customer Default:** Mint Energy reserves the right to terminate this ESA without damages or liability to Mint Energy of any kind, and may return Customer to default utility service: (i) immediately, if Customer fails to make timely payment of all amounts due Mint Energy on the due date. Failure to make timely payment will specifically include when payment is declined by Customer's financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read Customer's meter for two (2) consecutive months; (iii) if the Customer fails to post a security deposit under the provisions of the Credit Requirements section herein within ten (10) days of a written

request for deposit; (iv) if any information, representation, or warranty Customer made in this ESA proves to have been false or misleading in any material respect, or ceases to remain true during the Term, and within five (5) business days of such, if Customer does not provide written notice to Mint Energy regarding such; (v) if Customer files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or has such a petition filed against it; (vi) absent written agreement to the contrary and Mint Energy's consent, if Mint Energy ceases to be the sole supplier of electricity for the locations listed in Addendum A, including but not limited to on-site generation of any kind by Customer, without Mint Energy's consent; (vii) Excluding (i) through (vi) above, Customer materially defaults on any other obligations under this ESA, provided such default is not remedied within three (3) days of its awareness, or Mint Energy's notice, whichever occurs earliest; or as soon as lawfully allowed thereafter. In the event service is terminated in accordance with this section, Customer will pay any damages or other costs incurred by Mint Energy as provided in this ESA.

- Q. Force Majeure:** Except for Customer's obligation to make payments when due, a Party will not be liable to the other for any delay or failure to perform its obligations under this ESA caused by occurrences not caused by such Party. Such occurrences include but are not limited to an act of God or public enemy, storm, earthquake, other natural forces, war, riot, explosion, public disturbance, labor action, non-performance of the LDC or ISO/RTO, or unavailability of transmission facilities. The affected Party or Parties will be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to alleviate the effects of the Force Majeure. Force Majeure will specifically not include: (a) when Customer shuts down, sells, or relocates its facilities; or (b) any economic loss of Customer's (e.g., Customer's loss of its own product/service markets or supply chains, or any Customer losses dependent on an energy market).
- R. Change in Law, Market Structure, Etc.:** If there is a change in (including but not limited to) law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO/RTO operating guidelines, ISO/RTO protocols, zonal boundary definitions, utility tariffs, resource adequacy, renewable portfolio standards, or electricity market structure, and such change results in Mint Energy incurring additional costs or expenses associated with providing the services described herein, such additional costs or expenses are the responsibility of the Customer and will be assessed to Customer in Mint Energy's monthly bill as an additional charge, and Customer hereby agrees to pay all such charges. Further, in the event any order of any governmental authority, regulation, or law adversely and materially impacts Mint Energy's ability to perform, Mint Energy may terminate this Agreement without penalty.
- S. Risk Associated with Variable (Index-Based) Rate:** Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Past results regarding particular electricity products are not necessarily an indication of future results. Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require load forecasting, scheduling, and settlement in accordance with ISO-NE market rules. Although the Service Fee remains constant for the Initial Term, Customer's Energy Price under this ESA may be higher or lower than the utility's price in any given month.
- T. Limitation of Liability:** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS ESA WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY

INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS ESA. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

- U. Disclaimer of Warranty:** MINT ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS ESA, WHETHER WRITTEN, ORAL EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- V. Governing Law and Dispute Resolution:** This Agreement, including any arbitration decision, is governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Further, if necessary, venue shall be in Massachusetts courts. Unless otherwise prohibited by law or specified below, any dispute arising hereunder or relating hereto shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA"). Such arbitration shall involve a single arbitrator (mutually selected by the Parties, or in the absence of agreement, appointed by the AAA), and shall take place in Boston, Massachusetts, or as otherwise mutually agreed. The arbitration decision shall be binding upon the Parties and judgment upon the award may be entered in any court having jurisdiction over the Party against which enforcement is sought. The cost of the arbitration will be divided equally between the Parties. However, nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any arbitration proceedings and information disclosed in such proceedings shall be confidential. The Parties agree that any billing dispute must be made to Mint Energy in writing by Customer within twelve (12) months of the billing date, or it will be waived.
- W. Confidentiality:** Neither Party will disclose, unless authorized in writing by the other Party, the terms and/or existence of this ESA to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except to comply with any applicable law, order, regulation, or exchange rule. If disclosure is sought (regarding the terms and/or existence of this ESA) through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought will provide reasonable prior written notice thereof to the other Party.
1. Mint Energy will not release any Customer Confidential Information (as defined in this section) without obtaining prior written authorization of the Customer unless required by law. For the purposes of this section, Customer's Confidential Information shall include, but not be limited to: Customer name and trademark, address, email address, telephone number, and individual customer payment information. In the event of a dispute about the release of confidential information, including whether the information is or should be confidential, a CEPS, Aggregator or Customer may file a complaint with the Commission for resolution.
- X. Assignment:** Mint Energy may assign its rights and obligations under this Agreement to a third party without Customer consent or notice, including sale of all or substantially all the assets or merger or consolidation involving Mint Energy. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Mint Energy. Mint Energy may deny such assignment based on the creditworthiness of the assignee. Moreover, Customer agrees that it will not sell all or substantially all of its assets without the express prior written consent of Mint Energy. This Agreement will be binding upon and will inure to the benefit of both Parties, and their respective heirs, representatives, and successors, except as otherwise limited herein.
- Y. Forward Contract:** The Parties agree that this ESA is a "Forward Contract" and that Mint Energy is a "forward

contract merchant” for the purposes of United States Bankruptcy Code, as amended, (the “Bankruptcy Code”) and that any payment related hereto will constitute a “settlement payment” as defined in Section 101 (51A) of the Bankruptcy Code.

**Z. No Waiver:** Mint’s failure to act or waiver of any right or obligation hereunder, including in respect to any Default by the Customer, shall not be considered a waiver of any future right or obligation, whether of a similar or different character.

**AA. Rule of Construction:** The language in this ESA shall be interpreted as to its fair meaning and not strictly for or against any Party. Any rule of construction stating that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this ESA.

**BB. Indemnification:** Customer agrees to indemnify, defend, and/or hold harmless Mint Energy for: (1) Customer’s negligent or willful misconduct, including any fees, surcharges, costs, or the like emanating from transferring to or from Mint’s services; or (2) any claims or suits brought against Mint Energy for any loss, damage, or injury to persons or property, including without limitation all consequential, incidental, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the LDC delivers the electricity to Customer’s facilities..

**CC. Severability:** If any provision of this ESA shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**DD. Entire Agreement; Amendment:** This Agreement, along with any attachments and/or addenda, constitute the entire agreement between Customer and Mint Energy relating to the subject matter hereof and supersedes any other agreements, written or oral, between Customer and Mint Energy concerning the subject matter of the Agreement. Except as otherwise set forth in this Agreement, this Agreement may be amended only by mutual agreement between Customer and Mint Energy and any amendment will not be effective until reduced to writing and executed by both Parties. This ESA may not be amended by course of performance or course of conduct.

**CONFIDENTIAL**

**Electricity Supply Agreement—Terms of Service**

New Hampshire – Comm. & Ind. (demand less than 100 kW) —Power Select™



<b>COMMERCIAL CUSTOMER INFORMATION</b>	
<b>Customer:</b> <a href="#">Click here to enter text.</a>	<b>LDC Account No:</b> <i>See attached Addendum A</i>
<b>Fed Tax ID:</b> <a href="#">Click here to enter text.</a> <b>Duns:</b> <a href="#">Click here to enter text.</a> <input type="checkbox"/> <i>Tax Exempt/Spec. Stat. (doc. req.)</i>	
<b>Contract ID:</b> <a href="#">Click here to enter text.</a> // <b>Created:</b> <a href="#">Click here to enter text.</a> // <b>Valid Thru:</b> <a href="#">Click here to enter text.</a>	
<b>Initial Term:</b> <a href="#">Click here to enter text.</a> <b>Months</b> <b>Intended Start Month/Year:</b> <a href="#">Click here to enter text.</a> *	
Mint Energy will make commercially reasonable efforts to start service in <b>Intended Service Month.</b>	
<b>Promo Code/Other:</b> _____	<b>Retail Administrative Adder:</b> \$ <a href="#">Click here to enter text.</a> per kWh

**Agreement:** This Electricity Supply Agreement—Terms of Service that follows along with the Electricity Supply Authorization, and all addenda attached hereto form the Agreement (the “Agreement” or “ESA”) between Mint Energy, LLC (“Mint Energy”) and Customer (as shown above; each a “Party” and collectively the “Parties”).

**Enrollment:** Customer has read and agrees to the provisions contained in this Agreement. By signing this ESA (facsimile signature accepted as if it were an original) the undersigned below warrants and represents that he/she is legally authorized to enter into this ESA on behalf of Customer. Supply of electricity under this ESA is expressly conditioned upon Mint Energy’s (1) review and approval of Customer’s creditworthiness and (2) verification of the accuracy of all Customer-provided information with respect to electricity usage and Addendum A.

	CUSTOMER CONTACT	BILLING CONTACT (Required)	Mint Energy, LLC CONTACT	CUSTOMER PAYMENTS
<b>NAME:</b>			Mint Energy, LLC	<u>For payment by check, please send to:</u> Mint Energy, LLC Department 1510 P.O. Box 4110 Woburn, MA 01888-4110
<b>ATTN:</b>				
<b>STREET ADDRESS:</b>			One Rounder Way Suite 220	
<b>CITY, STATE, ZIP:</b>			Burlington, MA 01803	
<b>PHONE #:</b>			(877) 611-6468	
<b>FAX #:</b>			(888) 611-6468	
<b>E-MAIL:</b>			contracts@mintenergy.net	

SIGNATURE	<i>For Back Office Use Only</i>
<b>Customer:</b> <a href="#">Click here to enter text.</a>	<b>Mint Energy, LLC</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b>
<b>Print Title:</b>	<b>Print Title:</b> Contract Administrator
<b>Date:</b>	<b>Date:</b>

# Electricity Supply Agreement—Terms of Service

New Hampshire – Comm. & Ind. (demand less than 100 kW) —Power Select™

- A. Services:** Mint Energy will sell and deliver, or caused to be delivered, and Customer will purchase and receive, or cause to be received, during the term of this ESA, electricity for each metered account listed under Addendum A.
- B. Term:** Mint Energy will determine, (e.g., using scheduled LDC/utility meter reading date), the service start date for each account listed in Addendum A after its receipt of Customer's signed ESA, which will be indicated on Mint Energy's first invoice to Customer, and Customer remains responsible for all charges and fees related to service prior to such service start date. Service will continue until the meter reading date during the last month of the Initial Term specified on the first page of this ESA (the "Initial Term"). After the Initial Term expires, this ESA will continue for successive one (1) month Renewal Terms at the Holdover Rate described below. However, if Customer gives Mint Energy thirty (30) days written notice to terminate prior to the end of the Initial Term, or at any time during such Renewal Term, termination will take place on the first scheduled meter reading taking place after the thirtieth (30<sup>th</sup>) day of such notice in accordance with this ESA.
- C. Customer Class:** Customer warrants and represents that (1) the aggregate demand of all accounts on Addendum A is less than 100 kW and (2) no account listed on Addendum A is classified as residential under NHPUC rules.
- D. Rescission:** Customer may rescind this Agreement and authorization for Mint Energy to enroll Customer within three (3) business days from the date on which the Agreement is delivered to Customer via hand delivery or electronic delivery. If this Agreement is delivered to Customer by the United States Postal Service, customer may rescind within five (5) business days from the postmark date.
- E. Energy Price:** Customer agrees to pay charges in cents per kWh as specified herein for services for all kWhs for the Initial Term and all Renewal Terms. Calculation of the total monthly Energy Price paid by the Customer under the ESA is described in Sections F and G, below. For any Renewal Term or other period following end of Customer's Initial Term, Customer's Energy Price will be calculated using a variable market-based Energy Charge and variable Retail Administrative Adder, and will be subject to change as Mint Energy may determine commercially reasonable ("Holdover Rate"). The Energy Price does not contain any transmission and delivery or other charges, including, but not limited to, system benefits charge, stranded cost recovery charge, and taxes. A completed tax exemption certificate (if applicable) must accompany this ESA. If no certification is attached, Mint Energy will treat sales to Customer as subject to taxes (as may be applicable) and will process Customer's account accordingly. Customer is still responsible for paying the utility charges as well as any other applicable charges for non-CEPS services.
- F. Energy Price Components:**  
***Energy Price = Energy Charge + Retail Administrative Adder (described below)***  
Customer's total variable market-based Energy Price will be calculated as a sum of the Energy Charge plus the fixed Retail Administrative Adder (described below) plus any applicable fees, pass-through charges, and taxes.
- G. Energy Price Component Description:**  
1. **Energy Charge** will be either the Real Time or Day-Ahead Locational Marginal Price, or a combination thereof (including energy cost, system congestion costs and transmission and distribution line losses), for the appropriate New Hampshire load zone expressed in \$/MWh and published by ISO-NE for the applicable hour, divided by 1,000 to convert to \$/kWh. For purposes of this ESA, Customer's hourly kWh usage will be allocated in the following manner.



- i. For **Non-interval Data Customers**: Mint Energy will apply a suitable, commercially reasonable hourly load profile, to scale Customer's monthly metered kWh usage to hourly increments.
  - ii. For **Interval Customers**: Mint Energy may, at its sole option, in lieu of the Customer's actual hourly meter reading from Customer's utility, apply a suitable, commercially reasonable hourly load profile to scale Customer's monthly metered kWh usage to hourly increments.
- 2. **Retail Administrative Adder ("RAA")** is a single aggregate charge containing various administrative, market costs and fees associated with the purchase, sale, and delivery of electricity to retail customers (as categorized below). RAA will be fixed at a specified amount during Customer's Initial Term. During any Renewal Term, for the purpose of calculating and billing the Holdover Rate, the RAA will be a fully variable-market based rate based on the same categories. In any case, the RAA will not include taxes, and is subject to change during the Initial Term if there are material deviations in Customer's usage or demand. The RAA will include, among others, the following general categories: **Service Fees** contain marketing, regulatory, billing, administrative, and other Mint Energy and third-party intermediary fees, costs, and charges; **Capacity Charges** contain costs associated with Mint Energy's obligation to provide capacity, as required by ISO-NE. If Capacity Charges are not included in the RAA, they will be listed as a separate and additional charges on Customer's invoice; **Renewable Energy Certificate Charges ("RECs")** contain costs associated with New Hampshire Renewable Energy Portfolio Standard compliance; **Ancillary Charges** include, but are not limited to, scheduling and related charges; fees levied by ISO-NE on Mint Energy, such as: NCPC, Regulation Charges, GIS, Locational Forward Reserve, Real-Time Reserves, Load Response.
- H. **Billing and Payment Methods**: Customer consents to be billed monthly for services provided hereunder via the Dual Billing Method, under which Customer will receive two invoices, one from Mint Energy for Mint Energy's electric supply charge, and one from the LDC for its delivery charges, each with applicable taxes. Under the Dual Billing Method, payments for Mint Energy's electric supply charge will be made directly to Mint Energy. Full payment due must be received by Mint Energy during normal business hours (i.e., by 5 p.m.) within twenty five (25) calendar days from the date upon the invoice ("Payment Date"). Should such date fall on a weekend or nationally recognized holiday, such payment will be due on the next business day. If full payment is not received by the Payment Date, it will be considered late, may be reported to a credit agency, and will subject Customer to default, termination, and other relevant ESA provisions. Late and partial payment balances will be subject to charges calculated and accrued on a daily basis at the maximum rate of interest permissible by law. In addition, Customer will reimburse Mint Energy for any fees we incur related to late payments or insufficient credit, or collecting Customer's outstanding invoices, including reasonable attorney's fees. Before this ESA terminates, Customer agrees to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by the Customer during the term of this ESA and not previously billed.
- I. **Title and Risk of Loss**: Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Mint Energy to Customer at the delivery point for each account specified in Addendum A.
- J. **Customer Service**: For general inquiries about your electricity service and other non-emergency issues, contact Mint Energy toll free at (877) 611-6468 or by mail at 1 Rounder Way, Suite 220, Burlington MA, 01803 Attn: Customer Service.
- K. **Contact Information**: In the event of an electric-related emergency such as a power outage and/or equipment service needs, Customer agrees to call the LDC at its emergency phone number: PSNH: 1-800-662-7764. NH Electric Coop.: 1-800-698-2007. Liberty Utilities: 1-800-375-7413.
- L. **Bill Assistance and Do Not Call**: Customers may be included on a Do Not Call list by registering with the

Federal Trade Commission at [www.donotcall.gov](http://www.donotcall.gov) or by telephone at 866-382-1222. Customer may obtain additional Information regarding consumer protection rights from the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 800-852-3793.

- M. Credit Requirements:** Mint Energy reserves the right to request a credit history on an applicant for service prior to offering or at any time during the term of this ESA. Mint Energy reserves the right to refuse service to any entity that does not meet Mint Energy's minimum credit requirements. If Mint Energy determines, before offering service or at any time during the term of this ESA that Customer's credit is or becomes unsatisfactory, Mint Energy may require, upon written request, and Customer will provide, a security deposit in an amount determined by Mint Energy in a commercially reasonable manner, and compliant with all applicable rules and regulations. Should Customer not provide such security deposit, Customer will be in material default. Interest for Customer's security deposit will be based on the Prime Lending Rate, published in the Wall Street Journal on the first business day of every month. Interest shall accrue between the time of Customer's initial deposit and Customer's termination with Mint Energy.
- N. Information Disclosure and Material Change in Usage:** By executing this ESA, Customer authorizes Mint Energy to obtain, and its LDC to release to Mint Energy for purposes related to account establishment, any Customer account information, including historical usage information, interval data, account number, and payment history. Customer further authorizes Mint Energy to release confidential and other information to Customer's LDC necessary to enroll Customer. Customer will promptly (at least five (5) business days prior to such event or circumstance) advise Mint Energy of any event or circumstance that is likely to cause Customer's electricity consumption during the current month, or any future month, to be 20% more or less than Customer's historical usage patterns, including, without limitation, opening or closing a facility, increases or decreases in operation hours, furnace outages, boiler shutdowns, and additions or maintenance of equipment (a "Material Change"). Customer recognizes that in the event of such a Material Change, Mint Energy, in its sole discretion, may modify or cancel this ESA (including, changing rates provided for herein to account for additional risk and costs attributable to such customer deviations in usage). In any event, Customer shall be solely responsible for, and agrees to pay or reimburse (as the case may be), any charges, penalties, fees, or other expenses incurred or assessed (or reasonably anticipated to be incurred or assessed) as a result of the usage and demand changes described herein. In addition to, and notwithstanding, the above, upon the occurrence of a material change in usage under this section, Mint Energy may, at its discretion, terminate this ESA without penalty, and in such an event, Customer agrees to pay any retroactive charges or other amounts which Mint Energy incurs as a result.
- O. Termination of ESA by Customer/Early Termination Fee:** Customer may terminate this ESA, in whole or with respect to any single account included, by providing thirty (30) days advance written notice to Mint Energy in order to change to another CEPS or for any other reason. However, in the event that such termination would occur prior to the end of the Initial Term or any Renewal Term, of such termination, Customer will pay to Mint Energy, as an Early Termination Fee, the following: Outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA before the date such termination becomes effective, including late fees for any overdue payments, **plus** an additional payment amount calculated as the product of the RAA multiplied by the total number of kWhs that Mint, in its sole discretion, estimates it would have provided to Customer under this ESA during the period of time remaining in Customer's Initial Term (and/or any applicable Renewal Terms) had both Parties continued to perform as though this ESA remained continuous and in effect for the entirety of such Term. Both Parties further acknowledge and agree that the Early Termination Fee defined herein is a reasonable approximation of harm or loss, not a penalty or punitive in any respect, and neither an exclusive remedy for Mint Energy, or intended to serve as a cap or other limitation on the amount of liquidated damages Mint Energy may otherwise claim or recover. Should Customer terminate this ESA without providing proper notice, Customer

will pay Mint Energy an Insufficient Notice Fee equal to the product of two times Customer's average monthly usage (in kWhs) multiplied by Customer's RAA for all account(s) listed in Addendum A.

- P. Termination of ESA by Mint Energy/Customer Default:** Mint Energy reserves the right to terminate this ESA without damages or liability to Mint Energy of any kind, and may return Customer to default utility service: (i) immediately, if Customer fails to make timely payment of all amounts due Mint Energy on the due date. Failure to make timely payment will specifically include when payment is declined by Customer's financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read Customer's meter for two (2) consecutive months; (iii) if the Customer fails to post a security deposit under the provisions of the Credit Requirements section herein within ten (10) days of a written request for deposit; (iv) if any information, representation, or warranty Customer made in this ESA proves to have been false or misleading in any material respect, or ceases to remain true during the Term, and within five (5) business days of such, if Customer does not provide written notice to Mint Energy regarding such; (v) if Customer files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or has such a petition filed against it; (vi) absent written agreement to the contrary and Mint Energy's consent, if Mint Energy ceases to be the sole supplier of electricity for the locations listed in Addendum A, including but not limited to on-site generation of any kind by Customer, without Mint Energy's consent; (vii) Excluding (i) through (vi) above, Customer materially defaults on any other obligations under this ESA, provided such default is not remedied within three (3) days of its awareness, or Mint Energy's notice, whichever occurs earliest; or as soon as lawfully allowed thereafter. In the event service is terminated in accordance with this section, Customer will pay the Early Termination Fee, and/or, if applicable, damages incurred by Mint Energy as provided in this ESA.
- Q. Force Majeure:** Except for Customer's obligation to make payments when due, neither Party will be liable to the other for any delay or failure to perform its obligations under this ESA caused by occurrences not caused by such Party. Such occurrences include but are not limited to an act of God or public enemy, storm, earthquake, other natural forces, war, riot, explosion, public disturbance, labor action, non-performance of the LDC or ISO/RTO, or unavailability of transmission facilities. The affected Party or Parties will be excused from such performance and any further performance required under this ESA for whatever period is reasonably necessary to alleviate the effects of the Force Majeure. Force Majeure will specifically not include: (a) when Customer shuts down, sells, or relocates its facilities; or (b) any economic loss of Customer's (e.g., Customer's loss of its own product/service markets or supply chains, or any Customer losses dependent on an energy market).
- R. Change in Law, market structure and/or electricity needs or classifications:** If there is a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO/RTO operating guidelines, ISO/RTO protocols, zonal boundary definitions, utility tariffs, and the like (including resource adequacy or renewable portfolio standards), or electricity market structure, and such change results in Mint Energy incurring additional costs or expenses associated with providing the services described herein, such additional costs or expenses are the responsibility of the Customer and will be assessed to Customer in Mint Energy's monthly bill as an additional charge, and Customer hereby agrees to pay all such charges. Further, in the event any order of any governmental authority, regulation, or law adversely and materially affects Mint Energy's ability to perform, Mint Energy may terminate this ESA without penalty.
- S. Risk Associated with Variable (Index-Based) Rate:** Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Past results regarding particular electricity products are not necessarily an indication of future results. Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy

markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require load forecasting, scheduling, and settlement in accordance with ISO-NE market rules. Although the RAA remains constant for the Initial Term, Customer's Energy Price under this Agreement may be higher or lower than the utility's price in any given month.

- T. Limitation of Liability:** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS **ESA** WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS **ESA**. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.
- U. Disclaimer of Warranty:** MINT ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS **ESA**, WHETHER WRITTEN, ORAL EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- V. Governing Law and Dispute Resolution:** This **ESA**, including any arbitration decision, is governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Further, if necessary, venue will be in Massachusetts courts. Unless otherwise prohibited by law or specified below, any dispute arising hereunder or relating hereto shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA"). Such arbitration shall involve a single arbitrator (mutually selected by the Parties, or in the absence of agreement, appointed by the AAA), and shall take place in Boston, Massachusetts, or as otherwise mutually agreed. The arbitration decision shall be binding upon the Parties and judgment upon the award may be entered in any court having jurisdiction over the Party against which enforcement is sought. The cost of the arbitration will be divided equally between the Parties. However, nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any arbitration proceedings and information disclosed in such proceedings shall be confidential. The Parties agree that any billing dispute must be made to Mint Energy in writing by Customer within twelve (12) months of the billing date, or it will be waived.
- W. Confidentiality:** Neither Party will disclose, unless authorized in writing by the other Party, the terms and/or existence of this **ESA** to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except to comply with any applicable law, order, regulation, or exchange rule. If disclosure is sought (regarding the terms and/or existence of this **ESA**) through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought will provide reasonable prior written notice thereof to the other Party.
- 1.** Mint Energy to will not release any Customer Confidential Information (as defined in this section) without obtaining prior written authorization of the Customer unless required by law. For the purposes of this section, Customer's Confidential Information shall include, but not be limited to: Customer name and trademark, address, email address, telephone number, and individual customer payment information. In the event of a dispute about the release of confidential information, including whether the information is or should be confidential, a CEPS, Aggregator or Customer may file a complaint with the Commission for resolution.

- X. Assignment:** Mint Energy may assign its rights and obligations under this Agreement to a third party without Customer consent or notice, including sale of all or substantially all the assets or merger or consolidation involving Mint Energy. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Mint Energy. Mint Energy may deny such assignment based on the creditworthiness of the assignee. Moreover, Customer agrees that it will not sell all or substantially all of its assets without the express prior written consent of Mint Energy. This Agreement will be binding upon and will inure to the benefit of both Parties, and their respective heirs, representatives, and successors, except as otherwise limited herein.
- Y. Forward Contract:** The Parties agree that this ESA is a “Forward Contract” and that Mint Energy is a “forward contract merchant” for the purposes of United States Bankruptcy Code, as amended, (the “Bankruptcy Code”) and that any payment related hereto will constitute a “settlement payment” as defined in Section 101 (51A) of the Bankruptcy Code.
- Z. No Waiver:** Mint’s failure to act or waiver of any right or obligation hereunder, including in respect to any Default by the Customer, shall not be considered a waiver of any future right or obligation, whether of a similar or different character.
- AA. Rule of Construction:** The language in this ESA shall be interpreted as to its fair meaning and not strictly for or against any Party. Any rule of construction stating that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this ESA.
- BB. Indemnification:** Customer agrees to indemnify, defend, and/or hold harmless Mint Energy for: (1) Customer’s negligent or willful misconduct, including any fees, surcharges, costs, or the like emanating from or relating to transferring to or from Mint’s services; or (2) any claims or suits brought against Mint Energy for any loss, damage, or injury to persons or property, including without limitation all consequential, incidental, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the LDC delivers the electricity to Customer’s facilities.
- CC. Severability:** If any provision of this ESA shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- DD. Entire Agreement; Amendment:** This ESA, along with any attachments and/or addenda, constitute the entire agreement between Customer and Mint Energy relating to the subject matter hereof and supersedes any other agreements, written or oral, between Customer and Mint Energy concerning the subject matter of the Agreement. Except as otherwise set forth in this ESA, this ESA may be amended only by mutual agreement between Customer and Mint Energy and any amendment will not be effective until reduced to writing and executed by both Parties. This Agreement may not be amended by course of performance or course of conduct.

**Electricity Supply Agreement—Terms of Service**

New Hampshire – Small Commercial &amp; Industrial(&lt;100kW)—PGP



COMMERCIAL CUSTOMER INFORMATION		
Customer Name:		LDC Accounts: See Addendum A
Federal Tax ID:	<input type="checkbox"/> Tax/Special Status (doc. req'd)	Mint Pool Identifier:
Contract ID:	Created On:	Offer Valid Thru:
Initial Term of Service: <u>Months</u> Intended Start Month/Year:		
*Intended Start Month: Mint Energy will make commercially reasonable efforts to start service in intended service month.		

**Agreement:** This Electricity Supply Agreement—Terms of Service and all addenda attached hereto form the Agreement (the “Agreement” or “ESA”) between Mint Energy, LLC (“Mint Energy”) and Customer (“Customer,” each a “Party” and collectively the “Parties.”).

**Enrollment Authorization:** Customer has read and agrees to the provisions contained in this Agreement. Customer authorizes Mint Energy to enroll Customer as Mint’s customer and understands that Mint Energy will be Customer’s electricity supplier. Customer understands that only one company may be designated as its retail electric supplier and that there may be a fee charged by its current supplier to switch to Mint Energy, LLC. By signing this ESA (facsimile signature accepted as if it were an original) the undersigned below warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. Supply of electricity under this Agreement is conditioned upon Mint Energy’s (1) review and approval of Customer’s creditworthiness and (2) verification of the accuracy of all Customer-provided information with respect to electricity usage and Addendum A.

	CUSTOMER CONTACT	BILLING CONTACT (Required)	Mint Energy, LLC CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			Mint Energy, LLC	<u>For payment by check, please send to:</u> Mint Energy, LLC Department 1510 P.O. Box 4110 Woburn, MA 01888-4110
STREET ADDRESS:			One Rounder Way Suite 220	
CITY, STATE, ZIP:			Burlington, MA 01803	
PHONE #:			(877) 611-6468	
FAX #:			(888) 611-6468	
E-MAIL:			contracts@mintenergy.net	

SIGNATURE	For Back Office Use Only
Customer:	<b>Mint Energy, LLC</b>
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title: Contract Administrator
Date:	Date:

**Electricity Supply Agreement—Terms of Service**  
New Hampshire – Small Commercial & Industrial (<100kW)—PGP

- A. Services:** Mint Energy will sell and deliver, or caused to be delivered, and Customer will purchase and receive, or cause to be received, during the term of this ESA, electricity for each metered account listed under Addendum A. This Portfolio Group Product offers a Customer that is referred to Mint Energy by a licensed aggregator the opportunity to aggregate its Transaction Volumes (as defined below) with those of other Mint Energy customers in order to enter into a fixed price transaction for a portion or all of its actual volumes, while any remaining electricity usage will be billed in a variable index-based price. From time to time, the Parties may execute one or more Addendum B/Addenda B. In such an Addendum B, the Parties will identify and/or describe electricity load that will be aggregated with other Portfolio Group participants in fixed energy price transactions. Such electrical load will be identified by such characteristics as quantity of usage (in kWh), intraday time periods (e.g., peak, off-peak, etc.), shape block, and other factors.
- B. Term:** Mint Energy will determine, (e.g., using scheduled LDC/utility meter reading date), the service start date for each account listed in Addendum A after its receipt of Customer's signed ESA, which will be indicated on Mint Energy's first invoice to Customer, and Customer remains responsible for all charges and fees related to service prior to such service start date. Service will continue until the meter reading date during the last month of the Initial Term specified in this ESA (the "Initial Term"). After the Initial Term expires, this ESA will continue for successive one (1) month Renewal Term(s) on the same rates, terms, and conditions as the Initial Term. However, if Customer gives Mint Energy thirty (30) days written notice to terminate prior to the end of the Initial Term or at any time during such Renewal Term, termination will take place on the first scheduled meter reading taking place after the thirtieth (30<sup>th</sup>) day of such notice.
- C. Customer Class:** Customer warrants and represents that **(1) the aggregate demand of all accounts on Addendum A is less than 100 kW and (2) no account listed on Addendum A is classified as residential under NHPUC rules.**
- D. Rescission:** Customer may rescind this Agreement within three (3) business days from the date on which the Agreement is delivered by personal delivery of delivery through electronic means, or, if delivery is by United States postal service, within five (5) business days from the date on which the Agreement is postmarked for delivery.
- E. Price:** Customer agrees to pay charges in cents per kWh as specified herein for services for all kWhs for the stated Term. Price(s) do not include any applicable taxes. **A completed tax exemption certificate must accompany this ESA. If no certification is attached, Mint Energy will treat sales to Customer as subject to taxes and will process Customer's account accordingly.** Customer is still responsible for paying the LDC delivery charges as well as any other applicable charges. The variable market-based **Total Price** (per kWh) is composed of the **Energy Charge** (per-kWh) and the combination of the variable charges for **Portfolio Fulfillment, Capacity, Renewable Energy Certificates, and Ancillary Services.**
- F. Price Component Definitions:**
1. The **Energy Charge** (unless otherwise provided under any Addendum B, as may be in effect from time to time) shall be calculated in the following manner:
    - a. Identify (and gross up for line losses) all actual usage for all customers in the applicable **Sub-Pool** (i.e., a subset of a particular Portfolio Pool Group that consists of one or more Portfolio participant customers whose accounts are grouped together for Mint Energy billing purposes) for a given billing period.
    - b. Mint Energy will then apply a commercially reasonable load profile, to scale such usage to hourly increments and volumes. This scaled usage is the **Scaled Sub-Pool Usage ("SSU")**.
    - c. Mint Energy will then apply to the SSU (as appropriate) the Real Time or Day-Ahead Locational

Marginal Price, or a combination thereof, for the suitable Massachusetts load zone or Hub expressed in \$/MWh and published by ISO-NE for the applicable hour (divided by 1,000 to convert to \$/kWh), to determine the Energy Charge.

2. **Portfolio Fulfillment** consists of Mint Energy's marketing, regulatory, administrative, billing, risk management, and (if applicable) any fee charged by the aggregator to the Customer (that will be remitted to the aggregator by Mint Energy) associated with competitive electricity supply.
  3. **Capacity** is associated with Mint Energy's obligation to provide capacity, as required by ISO-NE, on a forecasted pro-rata basis, for all customers in the Portfolio. This includes but is not limited to costs imposed upon Mint Energy by ISO-NE and incurred by Mint Energy for managing risks associated with serving the capacity obligation related to with Customer's load, and other related costs.
  4. **Renewable Energy Certificates ("RECs")** are associated with compliance by Mint Energy with the New Hampshire Renewable Energy Standard, with the cost calculated as: Applicable Alternative Compliance Payment Cost (on a per kWh basis) multiplied by the applicable required percentage of all classes of renewables for Mint Energy's total New Hampshire load, or other measure, , plus recovery for related functions, to the extent permitted by law or regulation.
  5. **Ancillary Services** charges include, but are not limited to, pro-rata forecasted and/or actual charges, for customers in the Portfolio Pool, scheduling and related activities; fees levied by ISO-NE on Mint Energy, such as: NCPC, Regulation Charges, GIS, Locational Forward Reserve, Real-Time Reserves, Load Response, Administrative; and Mint Energy charges and costs related to managing all of the above listed in this subsection
  6. The Total Price excludes applicable taxes, which will be billed separately.
- G. Billing and Payment Methods:** Customer consents to be billed monthly for services provided hereunder via the Dual Billing Method, under which Customer will receive two invoices, one from Mint Energy for Mint Energy's electric supply charge, and one from the LDC for its delivery charges, each with applicable taxes. Under the Dual Billing Method, payments for Mint Energy's electric supply charge will be made directly to Mint Energy. The Total Price will be billed on a per-kWh basis, but will not include line items for the PFC, the components of the PFC, or the Energy Charge. Full payment due must be received by Mint Energy during normal business hours (i.e., by 5 p.m.) within twenty five (25) calendar days from the date upon the invoice ("Payment Date"). Should such date fall on a weekend or nationally recognized holiday, such payment will be due on the next business day. If full payment is not received by the Payment Date, it will be considered late, may be reported to a credit agency, and will subject Customer to default, termination, and other relevant ESA provisions. Late and partial payment balances will be subject to charges calculated and accrued on a daily basis at the maximum rate of interest permissible by law. In addition, Customer will reimburse Mint Energy for any fees we incur related to late payments or insufficient credit, or collecting Customer's outstanding invoices, including reasonable attorney's fees. Moreover, returned checks or other dishonored payments will result in the application of a \$35.00 insufficient funds fee. Before this Agreement terminates, Customer agrees to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by the Customer during the term of this ESA and were not previously billed.
1. **Billing Method:** Mint Energy will bill according to the Dual Billing Method, but reserves the right, after notice to Customer, to bill through Customer's LDC via a Consolidated Bill.
  2. **Violation of Credit or Payment Terms:** In the event Customer violates credit or payment terms of this ESA and is in default, in addition to, or instead of the remedies listed herein, Customer agrees that Mint Energy may require the Customer to select an alternative billing arrangement, such as



advance payment, as a condition to continue supply.

- H. **Title and Risk of Loss:** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Mint Energy to Customer at the delivery point for each account specified in Addendum A.
- I. **Customer Service:** Contact Mint Energy toll free at (877) 611-6468 or by mail at 1 Rounder Way, Suite 220, Burlington MA, 01803 Attn: Customer Service, with any questions concerning our service.
- J. **Utility Contact:** In the event of an electric-related emergency such as a power outage and/or equipment service needs, Customer agrees to call the LDC at its emergency phone number: PSNH: 1-800-662-7764. NH Electric Coop.: 1-800-698-2007. Liberty Utilities: 1-800-375-7413.
- K. **Bill Assistance and Do Not Call:** Customers may be included on a Do Not Call list by registering with the Federal Trade Commission at [www.donotcall.gov](http://www.donotcall.gov) or by telephone at 866-382-1222. Additional Information regarding consumer protection rights may also be obtained from the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 800-852-3793.
- L. **Credit Requirements:** Mint Energy reserves the right to request a credit history on an applicant for service prior to offering or at any time during the term of this ESA. Mint Energy reserves the right to refuse service to any entity that does not meet Mint Energy's minimum credit requirements. If Mint Energy determines, before offering service or at any time during the term of this ESA that Customer's credit is or becomes unsatisfactory, Mint Energy may require, upon written request, and Customer will provide, a security deposit in an amount determined by Mint Energy in a commercially reasonable manner, and compliant with all applicable rules and regulations. Should Customer not provide such security deposit, Customer will be in material default. Interest for Customer's security deposit will be based on the Prime Lending Rate, published in the Wall Street Journal on the first business day of every month. Interest shall accrue between the time of Customer's initial deposit and Customer's termination with Mint Energy.
- M. **Information Disclosure and Material Change of Use:** By executing this ESA, Customer authorizes Mint Energy to obtain, and its LDC to release to Mint Energy for purposes related to account establishment, any Customer account information, including historical usage information, interval data, account number, and payment history. Customer further authorizes Mint Energy to release confidential and other information to Customer's LDC necessary to enroll Customer. Customer also agrees to notify Mint Energy promptly whenever Customer has knowledge its kilowatt demand or kWh usage will deviate in a material fashion from historical usage patterns, and provide estimates of related deviations.
- N. **Termination of Agreement by Customer/Early Termination Fee:** Customer may terminate this ESA, in whole or with respect to any single account included, by providing thirty (30) days advance written notice to Mint Energy.
  - a. However, if such termination occurs prior to the expiration of a Term Customer agrees to pay to Mint Energy upon demand, an **Early Termination Fee ("ETF")** consisting of the sum of the following:
    - i. any outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA and any Addenda before the date such termination becomes effective, including late fees for any overdue payments;
    - ii. the liquidated amount of: \$0.01 multiplied by the number of kWhs remaining in the Term, based on Customer's historical kWh consumption, multiplied by the number of months remaining in the Term; and
    - iii. any **Transaction Early Termination Fee** provided for in a then-effective Addendum B (which only applies to any **Transaction Volumes**, as defined in such Addendum B).
  - b. Should Customer terminate this ESA without providing 30-day advance written notice, Customer

will pay to Mint Energy the greater of the ETF or an Insufficient Notice Fee equal to the product of two times Customer's average monthly usage (in kWhs) multiplied by \$0.01.

- c. Both Parties agree that the Early Termination Fee defined above is a reasonable approximation of harm or loss, not a penalty or punitive in any respect, and neither an exclusive remedy for Mint Energy, or cap on liquidated damages.
- O. Termination of ESA by Mint Energy/Customer Default:** Mint Energy reserves the right to terminate this ESA without damages or liability to Mint Energy of any kind, and may place the Customer back on default LDC service: (i) immediately, if Customer fails to make timely payment of all amounts due Mint Energy on the due date. Failure to make timely payment will specifically include when payment is declined by Customer's financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read Customer's meter for two (2) consecutive months; (iii) if the Customer fails to post a security deposit under the provisions of the Credit Requirements section herein within ten (10) days of a written request for deposit; (iv) if any information, representation, or warranty Customer made in this ESA proves to have been false or misleading in any material respect, or ceases to remain true during the Term, and within five (5) business days of such ceasing, if Customer does not provide written notice to Mint Energy about such ceasing; (v) if Customer files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or has such a petition filed against it; (vi) absent written agreement to the contrary and Mint Energy's consent, if Mint Energy ceases to be the sole supplier of electricity for the locations listed in Addendum A, including but not limited to on-site generation of any kind by Customer, without Mint Energy's consent; (vii) Excluding (i) through (vi) above, Customer materially defaults on any other obligations under this ESA, provided such default is not remedied within three (3) days of its awareness, or Mint Energy's notice, whichever occurs earliest. In the event service is terminated under this section, Customer will pay the Early Termination Fee, and/or, if applicable, damages incurred by Mint Energy as provided in this Agreement. Mint Energy may not physically cut off electric service to Customer in the event of termination of this ESA. Physical cut-off of electric service will be controlled solely by the LDC under its current termination rules.
- P. Force Majeure:** Except for Customer's obligation to make payments when due, neither Party will be liable to the other for any delay or failure to perform its obligations under this ESA caused by occurrences not caused by such Party. Such occurrences include but are not limited to an act of God or public enemy, storm, earthquake, other natural forces, war, riot, explosion, public disturbance, labor action, non-performance of the LDC or ISO/RTO, or unavailability of transmission facilities. The affected Party or Parties will be excused from such performance and any further performance required under this ESA for whatever period is reasonably necessary to alleviate the effects of the Force Majeure. Force Majeure specifically excludes, inter alia: (a) a sale, shut-down, or relocation of Customer facilities; and (b) any economic loss of Customer's (e.g., Customer's loss of its own product/service markets or supply chains, or any Customer losses dependent on an energy market).
- Q. Change in Law, market structure and/or electricity needs or classifications:** If there is a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO/RTO operating guidelines, ISO/RTO protocols, zonal boundary definitions, utility tariffs, and the like (including resource adequacy or renewable portfolio standards), or electricity market structure, and such change results in Mint Energy incurring additional costs or expenses associated with providing the services described herein, such additional costs or expenses are the responsibility of the Customer and will be assessed to Customer in Mint Energy's monthly bill as an additional charge, and Customer hereby agrees to pay all such charges. Further, in the event any order of any governmental authority, regulation, or law adversely and materially impacts Mint Energy's ability to perform, Mint Energy may

terminate this ESA without penalty.

- R. Risk Associated with Variable (Index-Based) Rates:** Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather, and other factors. Past results regarding particular electricity products are not necessarily an indication of future results. Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-NE market rules.
- S. Limits on Warranty and Damages:** Customer understands and agrees that there are no warranties expressed, implied, or statutory associated with this offer or the electricity service sold hereunder. Mint Energy will bear no liability to Customer or any third party for consequential, punitive, incidental, special or other indirect damages.
- T. Governing Law:** This ESA, including any arbitration decision, is governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Further, if necessary, venue will be in Massachusetts courts.
- U. Dispute Resolution:** Mint Energy, LLC is registered as a Competitive Electric Power Supplier with the New Hampshire Public Utilities Commission in Docket No. **DM-14-008**. Unless otherwise prohibited by law or specified below, any dispute arising hereunder or relating hereto shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA"). Such arbitration shall involve a single arbitrator (mutually selected by the Parties, or in the absence of agreement, appointed by the AAA), and shall take place in Boston, Massachusetts, or as otherwise mutually agreed. The arbitration decision shall be binding upon the Parties and judgment upon the award may be entered in any court having jurisdiction over the Party against which enforcement is sought. The cost of the arbitration shall be divided equally between the Parties. However, nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any arbitration proceedings and information disclosed in such proceedings shall be confidential. The Parties agree that Customer must notify Mint Energy of any billing dispute in writing within twelve (12) months of the bill date, or it will be waived.
- V. Confidentiality:** Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders or members as may be reasonable necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. Mint Energy will not release any Customer confidential information without obtaining prior written authorization of the Customer unless required by law. For the purposes of this section, Customer's Confidential Information shall include, but not be limited to: Customer name, address, email address, telephone number, and individual customer payment information. In the event of a dispute about the release of confidential information, including whether the information is or should be confidential, a CEPS, Aggregator or Customer may file a complaint with the Commission for resolution.
- W. Assignment:** Mint Energy may assign its rights and obligations under this Agreement to a third party without Customer consent or notice, including sale of all or substantially all the assets or merger or consolidation involving Mint Energy. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Mint Energy. Mint Energy may deny

such assignment based on the creditworthiness of the assignee. Moreover, Customer agrees that it will not sell all or substantially all of its assets without the express prior written consent of Mint Energy. This Agreement will be binding upon and will inure to the benefit of both Parties, and their respective heirs, representatives, and successors, except as otherwise limited herein.

- X. Forward Contract:** The Parties agree that this ESA is a "Forward Contract" and that Mint Energy is a "forward contract merchant" for the purposes of United States Bankruptcy Code, as amended, (the "Bankruptcy Code") and that any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.
- Y. No Waiver:** Mint's failure to act or waiver of any right or obligation hereunder, including in respect to any Default by the Customer, shall not be considered a waiver of any future right or obligation, whether of a similar or different character.
- Z. Rule of Construction:** The language in this ESA shall be interpreted as to its fair meaning and not strictly for or against any Party. Any rule of construction stating that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this ESA.
- AA. Indemnification:** Customer agrees to indemnify, defend, and/or hold harmless Mint Energy for: (1) Customer's negligent or willful misconduct, including any fees, surcharges, costs, or the like emanating from transferring to or from Mint's services; or (2) any claims or suits brought against Mint Energy for any loss, damage, or injury to persons or property, including without limitation all consequential, incidental, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the LDC delivers the electricity to Customer's facilities.
- BB. Severability:** If any provision of this ESA shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- CC. Entire Agreement; Amendment:** This ESA, along with any attachments and/or addenda, constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the Parties concerning the subject matter of the ESA. Except as otherwise set forth in this ESA, this ESA may be amended only by mutual agreement between Customer and Mint Energy and any amendment will not be effective until reduced to writing and executed by both Parties. This ESA may not be amended by course of performance or course of conduct.

**EXHIBIT D**

**Mint Energy EDI Certification with PSNH**



**Public Service  
of New Hampshire**

A Northeast Utilities Company

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](http://www.psnh.com)

July 11, 2011

Stephanie Passley-Lee  
10 Tower Office Park  
Suite 313  
Woburn, MA 01801

Dear Stephanie,

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

PSNH and Mint Energy, LLC have successfully completed EDI Testing. I have enclosed a Certificate of Completion for your files.

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

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

Sincerely,

Aaron Downing  
PSNH Supplier Services

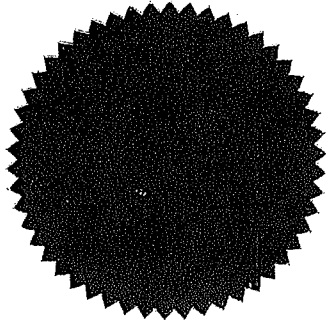
# Public Service of New Hampshire Certificate of Completion

*is hereby granted to:*

**Mint Energy, LLC**

*to certify that they have completed to satisfaction*

**EDI Testing**



*Granted: 07/11/11*

*Aaron Downing*

Aaron Downing  
PSNH Supplier Services

**EXHIBIT E**

**Evidence of Mint Energy, LLC's Market Participant Status**



Participant Name	Effective Date of Membership if after 6/30/2000
Macquarie Energy, LLC	2/1/2010
Madison Electric Works	10/1/2008
MAG Energy Solutions, Inc.	6/1/2006
Maine Public Advocate Office	3/1/2012
Maine Skiing, Inc.	
Major Energy Electric Services	5/1/2013
Manchester Methane, LLC	4/1/2007
Mansfield Municipal Electric Department	
Marble River, LLC	8/1/2012
Marblehead Municipal Light Department	
Mass Solar I, LLC	12/1/2014
Massachusetts, Office of the Attorney General	3/1/2009
Massachusetts Bay Transportation Authority	3/1/2003
Massachusetts Development Finance Agency	2/1/2007
Massachusetts Electric Company	
Massachusetts Gas and Electric, Inc.	8/1/2008
Massachusetts Municipal Wholesale Electric Company	
Massachusetts Port Authority	11/1/2005
MATEP LLC	8/1/2006
Mega Energy Holdings, LLC	7/1/2013
Mercuria Energy America, Inc.	6/1/2010
Merrill Lynch Commodities, Inc.	11/1/2004
Merrimac Municipal Light Department	1/1/2009
Messalonskee Stream Hydro, LLC	2/1/2011
Mid-Maine Waste Action Corporation	1/1/2014
Middleborough Gas and Electric Department	
Middleton Municipal Electric Department	
Middletown Power LLC	
Millennium Power Partners, LP	5/1/2003
Miller Hydro Group, Inc.	1/1/2009
Mint Energy, LLC	11/1/2010
MoArk, LLC	5/14/2012
Montville Power LLC	
Moore Company	12/1/2014
Moore Energy LLC	12/1/2014
Morgan Stanley Capital Group, Inc.	

**EXHIBIT F**

**Request for Limited Waiver of the Financial Security Requirements of Puc 2002.03(5)(b)**



Mint Energy, LLC

One Rounder Way, Suite 220

Burlington, MA 01803

February 12, 2015

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

**RE: DM 15- : Renewal Application of Mint Energy, LLC for CEPS Registration;  
Request for Limited Waiver of the Financial Security Requirements of Puc 2003.03(5)(b)**

Dear Director Howland,

By this letter, pursuant to Puc 201.05, Mint Energy, LLC ("Mint Energy"), in conjunction with its renewal application as a Competitive Energy Power Supplier ("CEPS"), respectfully requests that the New Hampshire Public Utilities Commission ("Commission") grant it a limited waiver of Puc 2003.03(5)(b), which requires that each potential CEPS provide an irrevocable letter of credit or other financial instrument with an expiration date not less than 5 years and 90 days after the date of a renewal application.

The applicable Rule here, Puc 201.05(a), states that a waiver shall be granted by the Commission if it finds that "(1) [t]he waiver serves the public interest; and (2) [t]he waiver will not disrupt the orderly and efficient resolution of matters before the commission."

Mint Energy respectfully submits that granting it a limited waiver of the financial security provision, specifically, the requirement that the posted financial security have an expiration date of 5 years and 90 days from effective date, to the extent described herein, would both serve the public interest, and not disrupt the orderly and efficient resolution of matters before the Commission. The Commission's recent practice has been to approve a registration period with the same end date as the submitted financial security,<sup>1</sup> thus indicating such requests are not disruptive to the matters of the Commission. Further, as Mint Energy's renewal registration term will be coterminous with the end date of the financial security it is offering in conjunction with its application, there will be no disruption of the orderly and efficient resolution of matters before the Commission in this manner either. In addition, Mint Energy's continued presence in the New Hampshire market will enhance competition, resulting in more competitive energy products and services available to New Hampshire consumers which ultimately benefit the public interest.

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<sup>1</sup> See Staff Memorandum, David Goyette, Utility Analyst III, to Commission, Docket No. DM 14-008, (Apr. 11, 2014).

Moreover, Puc 201.05(b) states:

In determining the public interest, the commission shall waive a rule if:

- (1) Compliance with the rule would be onerous or inapplicable given the circumstances of the affected person; or
- (2) The purpose of the rule would be satisfied by an alternative method proposed.

Mint Energy suggests that the current rule is both onerous to Mint Energy, and that the purpose of the rule would be satisfied by Mint Energy's proposed alternative method.

First, despite numerous attempts and much time and effort, Mint Energy has not found a compliant bond (e.g., bond or letter of credit) for the required five (5) year and 90 day term. Mint Energy engaged with its underwriters and financial partner to draft a form of security that complied with the Commission's financial requirements, but after significant negotiations, Mint Energy was ultimately unable to produce a form of security that fulfills the Commissions' term requirement of five years and 90 days, and thus, Mint suggests that this requirement is onerous upon Mint.

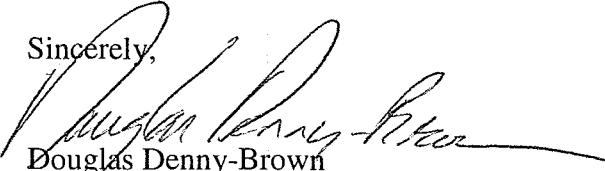
Second, the purpose of the five-year bonding requirement of Puc 2003.03(5)(a) is to protect New Hampshire consumers should a CEPS, here Mint Energy, experience financial difficulty. Here, this purpose would be fulfilled by Mint's proposed alternative, described herein, which keeps a security bond or other security acceptable to the Commission in place during the term of the registration.

Accordingly, Mint Energy requests that the Commission permit Mint Energy to obtain an irrevocable letter of credit with a term of shorter than five (5) years and 90 days, and approve a registration period with the same end date as the submitted financial security. This alternative fulfills the purpose that the Commission found necessary when establishing the bonding requirement, namely that there be some measure of financial security for the duration of Mint Energy's registration term.

In summary, based on the information herein, Mint respectfully requests that the Commission grant Mint Energy's request for a limited waiver of Puc 2003.03(5)(a). Such a waiver is both in the public interest and would not "disrupt the orderly and efficient resolution of matters before the commission."

If Staff or the Commission have any questions regarding this request, please contact me at (781) 229-6468, ext 305, or by email at [ddenny-brown@mintenergy.net](mailto:ddenny-brown@mintenergy.net).

Sincerely,



Douglas Denny-Brown  
Director of Legal & Regulatory Affairs

**EXHIBIT G**

**Disclosure of Aggregators Report**

Mint Energy, LLC – Disclosure of Aggregators Report

AGGREGATOR	AUTHORIZED PURSUANT TO DOCKET NO.	NUMBER OF NEW HAMPSHIRE CUSTOMERS
[REDACTED]	[REDACTED]	[REDACTED]