



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

January 9, 2014

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

NHPUC 10 JAN 14 PM 12:54

RE: Mint Energy, LLC – Competitive Electric Supplier Application

Dear Director Howland,

Per the New Hampshire Code of Administrative Rules Part Puc 2003.01, enclosed please find the competitive electric supplier application materials for Mint Energy, LLC along with a check for the appropriate filing fee.

- 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'**
- An original Letter of Credit, in the amount of \$100,000, labeled as **Exhibit 'F'**

Mint Energy is a competitive retail supplier that licensed in Connecticut, Maine, Massachusetts, 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 required number of paper copies, Mint Energy has also submitted, pursuant to Puc 203.03, PDF electronic copies to: executive.director@puc.nh.gov

Please feel free to contact me directly at (781) 229-6468 ext. 308 or by email at acvitkovic@mintenergy.net with questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "AC", written over a light blue horizontal line.

Anna Cvitkovic
Regulatory Compliance and Legal Specialist

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

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

Docket No. _____

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

Pursuant to Puc 2003.01(a), 2003.02(b) 2003.01(d) and 2006.01(a), Mint Energy, LLC (the "Applicant") hereby submits the following information in support of this Application for an Initial 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	dreinfeld@mintenergy.net
Louis A. Frate	Member	(781) 229-6468	lfrate@mintenergy.net

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.

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

**Anna Cvitkovic, Regulatory Compliance and Legal Specialist
1 Rounder Way, Suite 220
Burlington, MA 01803
(781) 229-6468, ext. 308
acvitkovic@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

Initially, Applicant will operate in PSNH territory. During its first two years in its New Hampshire operations, Applicant intends to operate in the service territories of Unutil, 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 initially 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. Subsequent to its initial entry into the New Hampshire market, 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,**
- **Pennsylvania (licensed, but not currently actively serving customers), 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.



David S. Reinfeld, Manager

Dated: January 9, 2014

EXHIBIT A

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Mint Energy, LLC, a(n) Massachusetts limited liability company registered to do business in New Hampshire on September 28, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of November, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

EXHIBIT B

Sample New Hampshire Bill Form



ABC Company
1234 Main Street
Hampton, NH 12345

Account No. : 122917
Billing Date : November 4, 2013
Due Date : December 2, 2013

Account Summary Information

	Previous Balance :	\$9,138.08
	Payment Received :	-\$8,600.55
(See "Your Service Charges" for details)	Current Charges :	\$7,341.67
	Total Amount Due :	\$7,879.20

Contacting Us

Your Energy Supplier is Mint Energy
Tel: 877 611-MINT
Email: custserv@mintenergy.net
Web: www.mintenergy.net

Total Amount Due * **\$7,879.20**

** To avoid late payment charges being assessed to your account, please send all payments to the address printed below.*

Powered by Mint Energy LLC

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. : 122917
Billing Date : November 4, 2013
Due Date : 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

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

EXHIBIT C

Sample Contract for Small Business Customers

Electricity Supply Authorization

New Hampshire – Small Commercial (less than 100kW of demand)

COMMERCIAL CUSTOMER INFORMATION		
Customer: Click here to enter text.	LDC Account No: <i>See attached Addendum A</i>	
Federal Tax ID: Click here to enter text.	Duns: Click here to enter text.	<input type="checkbox"/> Tax Exempt/Special Status (documentation required)
Contract ID: Click here to enter text.	Created On: Click here to enter text.	Offer Valid Thru: Click here to enter text.
Initial Term of Service: Click here to enter text. Months	Intended Start Month/Year: Click here to enter text.	
*Intended Start Month: Mint Energy will make commercially reasonable efforts to start service in intended service month.		
Promo Code/Other: _____	Retail Administrative Adder: Click here to enter text. per kWh	

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 [current CES/Utility] to Mint Energy and enroll all Customer accounts listed on Addendum A (“Accounts”) on or around the Intended Start Date. Customer confirms that all Accounts have a normal maximum demand threshold of less than 100 kilowatts, and acknowledges that supply of electricity under the 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 other account information. 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 unless and until signed by both Parties.**

Term: The Authorization will become effective when signed by both parties and will be incorporated into the Terms of Service agreement executed between the Parties prior to initiation of Customer’s electric service. Authorization and Terms of Service (together the “Agreement”) for the Initial Term specified above. After the Initial Term expires, this Agreement will continue for successive one (1) month Renewal Term(s) at a variable market-based rate unless and until either Party terminates the Agreement in accordance with the Terms of Service and the LDU successfully switches Customer’s Account(s) to another competitive electricity supplier or to the LDU’s generation service.

Termination: If Customer terminates the Agreement before the end of the Initial Term, Customer will be assessed an Early Termination Fee.

Rescission: Customer may rescind this Authorization within three (3) business days from the date on which the Agreement is delivered by personal delivery or 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.

Price: The total monthly charge for the electric service provided by Mint Energy will be the sum of (i) energy product cost – variable market-based price for energy product provided to customer to satisfy their total

metered energy usage during the billing cycle, (ii) energy service cost - single aggregate amount Customer pays per kWh for all other administrative and market costs associated with delivery and sale of retail electricity (the "Retail Administrative Adder"), (iii) any additional Pass-through Charges, if applicable, and (iv) taxes. Delivery charges are additional, and not included as part of the total monthly charge described here.

Billing and Payment: Customer will be billed monthly for services provided 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. If Customer's bill is not paid when due, Customer will be charged the Late Fee and other charges, as provided in the Terms of Service.

Switching Fee: Mint Energy does not charge a fee to switch to its service.

	CUSTOMER CONTACT	BILLING CONTACT (Required)	Mint Energy, LLC CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			Mint Energy, LLC	For payment by check, please send to: 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:		Mint Energy, LLC
Signature:		Signature:
Print Name:		Print Name:
Print Title:		Print Title: Contract Administrator
Date:		Date:

Electricity Supply Agreement—Terms of Service

New Hampshire – Small Commercial

COMMERCIAL CUSTOMER INFORMATION		
Customer: Click here to enter text.	LDC Account No: <i>See attached Addendum A</i>	
Federal Tax ID: Click here to enter text.	Duns: Click here to enter text.	<input type="checkbox"/> <i>Tax Exempt/ Special Status (documentation required)</i>
Contract ID: Click here to enter text.	Created On: Click here to enter text.	Offer Valid Thru: Click here to enter text.
Initial Term of Service: Click here to enter text. Months Intended Start Month/Year: Click here to enter text. *Intended Start Month: Mint Energy will make commercially reasonable efforts to start service in intended service month.		
Promo Code/Other: _____	Retail Administrative Adder: \$ Click here to enter text. per kWh	

This Terms of Service agreement and all addenda attached hereto form the Agreement (the "Agreement" or "ESA") between Mint Energy, LLC ("Mint Energy") and [xyz company] ("Customer," each a "Party" and collectively the "Parties.").

- 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. Mint Energy, LLC is licensed by the New Hampshire Public Utilities Commission to offer and supply electricity supply as a Competitive Electric Power Supplier ("CEPS") in the state of New Hampshire (License No. xxxxx).
- 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) 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 (30th) day of such notice.
- C. **Rescission:** Customer may rescind this Authorization within three (3) business days from the date on which the Agreement is delivered by personal delivery or 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.
- D. **Energy Price:** Customer agrees to pay charges in cents per kWh as specified herein for services for all kWhs for the stated Term. Calculation of the total monthly Energy Price paid by the Customer under the Agreement shall include the Energy Charge and Retail Administrative Adder (described below). For a 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"). Energy Price will not include other costs, including, but not limited to, transmission and delivery charges, system benefits charge, stranded cost recovery charge, and taxes. Past results regarding particular electricity products are not necessarily an indication of future results, and Customer's Energy Price under this Agreement may be higher or lower than the EDC's price in any given month. 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.

- E. **Energy Price Components:** The Energy Price paid by the Customer under the ESA shall be calculated as follows: ***Energy Price = Energy Charge + Retail Administrative Adder (described below)***.
- a. **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 load zone expressed in \$/MWh and published by ISO-NE for the applicable hour, divided by 1,000 to convert to \$/kWh. For billing and other purposes, Mint Energy will determine Customer's hourly kWh usage based on either: (i) Customer's actual hourly meter reading provided by Customer's LDC for interval data customers; or (ii) the applicable LDC commercial hourly load profile, which Mint Energy will use to scale Customer's monthly metered kWh usage to hourly increments.
 - b. **Retail Administrative Adder ("RAA")** is a single aggregate charge covering various administrative and market costs, associated with the purchase, sale, and delivery of electricity to retail customers. RAA will be fixed at a specified amount during Customer's Initial Term and determined as a variable market-based amount for purpose of calculating and billing any applicable Holdover Rate. In any case the RAA will not include taxes, and is subject to change based on material deviations in Customer's usage or demand. The RAA will include, among others, the following general categories: **Service Fees** contains marketing, regulatory, administrative, billing, 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: NCP, Regulation Charges, GIS, Locational Forward Reserve, Real-Time Reserves, and Load Response.
- F. **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 Agreement 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 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 Agreement and were not previously billed.
- G. **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.
- H. **Customer Service:** For service complaints and electric-related emergencies such as power outage or

equipment service failure, please contact your LDC at the emergency contact information specified on your utility bill. 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.

- I. **Bill Assistance and Do Not Call:** Customer's may be included on a Do Not Call list by registering with the Federal Trade Commission at 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.
- J. **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 Agreement. 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 Agreement, 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.
- K. **Material Change of Use:** Customer agrees to notify Mint Energy promptly in writing whenever Customer has reason to believe its kilowatt demand or kWh usage will or may deviate materially from historical usage patterns, and provide Mint Energy with good-faith estimates and other relevant information for the anticipated, and any related, deviations. 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 Agreement without penalty, and in such an event, Customer agrees to pay any retroactive charges or other amounts which Mint Energy incurs as a result.
- L. **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 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 Agreement 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 Agreement 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 Agreement 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. .
- M. **Termination of Agreement by Mint Energy:** Mint Energy reserves the right to terminate this Agreement 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 Agreement 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 Agreement, 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. Mint Energy will notify Customer of its intent to terminate service at least ten (10) business days prior to the effective date of termination and, unless another competitive electricity supplier is chosen by Customer, Customer's electricity will be provided by the LDU under its applicable generation service tariff. Customer's electric service will not be physically disconnected. In the event service is terminated in accordance with this section, Customer will pay to Mint Energy the Early Termination Fee and any damages to Mint Energy occurring as a result.

- N. **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 Agreement 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, 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).
- O. **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 Agreement without penalty.
- P. **Limitation of Liability:** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT 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 AGREEMENT. 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.
- Q. **Disclaimer of Warranty:** MINT ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER

WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

- R. **Governing Law and Dispute Resolution:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of New Hampshire. Each party hereby designates the New Hampshire state courts of competent jurisdiction or the United States District Court for the District of New Hampshire as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in Concord, New Hampshire. 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). 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. 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 shall be deemed waived.
- S. **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. .
- T. **Assignment:** Customer hereby consents to Mint Energy's assignment of its rights and obligations under this Agreement to third parties without further notice or obligation to Customer, except as may be required by law. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Mint Energy, which consent shall not be unreasonably withheld. Mint Energy may deny such assignment based on the creditworthiness of the assignee, or for any other reason.
- U. **Forward Contract:** The Parties agree that this Agreement 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.
- V. **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.
- W. **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 Agreement.
- X. **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..

- Y. **Severability:** If any provision of this Agreement 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.
- Z. **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 Agreement may not be amended by course of performance or course of conduct.

	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:		Mint Energy, LLC
Signature:		Signature:
Print Name:		Print Name:
Print Title:		Print Title: Contract Administrator
Date:		Date:

Electricity Supply Agreement – Addendum A – No. ____ of ____

Customer Legal Name: _____

Accounts Included in Electricity Supply Agreement:

LDC	LDC Account Number	Physical/Service Address	Billing Address	Annual Contract Volumes (MWh)	Delivery Point	Meter Type

CUSTOMER SIGNATURE
Business Name:
Signature:
Print Name:
Print Title:
Date:

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

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

Docket No. _____

ADDITIONAL REQUIREMENTS PURSUANT TO PUC 2003.1 (d)

- (1) Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and the CEPS in the form of:
- a. A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange.
 - 1. To the extent a CEPS uses outside vendors or contractors for electronic data interchange services, the statement required by a. above shall:
 - (i) Verify that any vendor or contractor to be used by the CEPS has complied with the training and testing requirements for electronic data interchange; and
 - (ii) Be updated to verify that a new vendor or contractor has complied with the training and testing requirements for electronic data interchange if the CEPS changes to a new vendor or contractor; and
 - c. A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability;

Please see Exhibit "D," following, for a certificate from PSNH that Mint Energy has complied with its EDI requirements.

- (2) Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include, but is not limited to, proof of membership in the New England Power Pool (NEPOOL) or any successor organization, or documentation of a contractual relationship with a NEPOOL member;

Please see Exhibit "E," following, for evidence showing that Mint is a Market Participant in ISO-New England.

- (3) A \$500.00 registration fee; and

A check for the registration fee is attached to the cover letter to this Application.

- (4) Evidence of financial security, as defined in Puc 2003.03.

An original Bond, in the amount of \$100,000 has been enclosed as Exhibit "F" to this Application.

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

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

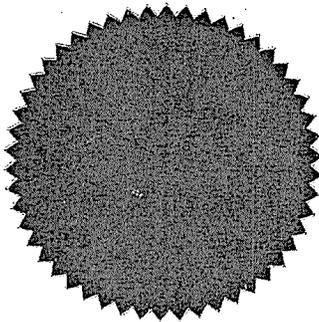
Public Service of New Hampshire Certificate of Completion

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 Public Service Company	8/1/2008
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	
Marden's, Inc.	9/1/2005
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
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	
Morgan Stanley Capital Group, Inc.	

EXHIBIT F

Evidence of Mint Energy, LLC's Financial Security

COPY

Payment Bond

Bond Number: CMS0271765

KNOW ALL MEN BY THESE PRESENTS, That we Mint Energy, LLC, of 1 Rounder Way Burlington, MA 01803, herein after referred to as the Principal, and RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the State of New Hampshire Public Utility Commission as Obligee, in the sum of One Hundred Thousand Dollars (\$100,000.00) lawful money of the United States of America for the payment whereof, well and truly to be made, we the said Principal and Surety bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the above bounded Principal has made application to New Hampshire Public Utility Commission as a competitive electric supplier pursuant to its rules and regulations as defined in PUC 2003.03 the Principal has elected to furnish such a bond in the amount stated herein above.

The Surety reserves the right to cancel this bond by giving thirty (30) days notice in writing to the said New Hampshire Public Utility Commission, and upon receipt of such notice the Surety is discharged and relieved of further liability, it being understood and agreed, however, that the said Principal and Surety will not be liable for any loss, accruing up to the effective date of said cancellation notice, in no event, in excess of the penalty of this bond.

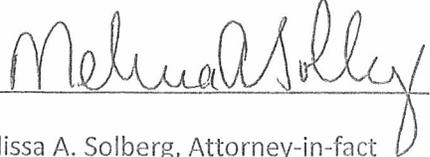
IN WITNESS WHEREOF, we the said Principal and Surety, have hereunto set our hands and seals this

7th Day of January, 2014.

Mint Energy, LLC

BY: 
David S. Reinfeld, manager

RLI Insurance Company

BY: 
Melissa A. Solberg, Attorney-in-fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

COPY

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Michele L. Grogan, Ann Higgins, Robin Rutlin, Tim Boberg, William L. Mershon, Melissa A. Solberg, jointly or severally

in the City of Minneapolis, State of Minnesota its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of January, 2013.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 17th day of January, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 7th day of January, 2014.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 7th day of January, 2014, before me personally
appeared Melissa A. Solberg, known to, me to be the Attorney-in-Fact of
RLI Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.

Terry A. Blodgett
Notary Public in the State of Minnesota
County of Hennepin

