

August 21, 2017

NHPUC 23AUG'17AM11:30

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

RE: Mint Energy, LLC – 2017 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.

- 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-1' and 'C-2'**
- EDI Certification with PSNH, labeled as **Exhibit 'D'**
- Evidence of market participation in ISO-New England, labeled as **Exhibit 'E'**
- Disclosure of NH Aggregators, labeled as **Exhibit 'F'**
- An Amended Letter of Credit, in the amount of \$350,000, labeled as **Exhibit 'G'**

Mint Energy is a competitive retail supplier that licensed in Connecticut, Maine, Massachusetts, Pennsylvania, Rhode Island, New Hampshire, Ohio, Illinois, Maryland, Delaware, District of Columbia, and New Jersey. 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

Please feel free to contact me directly at (781) 404-5938 or by email at lshepherd@mintenergy.net with questions.

Sincerely,



Lela Shepherd
Regulatory Compliance Specialist



ORIGINAL

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. DM-15-070

**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	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.

**Lela Shepherd, Regulatory Compliance Specialist
1 Rounder Way, Suite 220
Burlington, MA 01803
(781) 404-5938
lshepherd@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".

- (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 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 serve both residential and non-residential customer classes within the utility franchise areas identified in (10), above.

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

- **Connecticut;**
- **Maine;**
- **Massachusetts;**
- **New Hampshire;**
- **Pennsylvania;**
- **Rhode Island;**
- **Illinois;**
- **Ohio;**
- **Delaware;**
- **Maryland;**
- **District of Columbia; and**
- **New Jersey.**

- (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 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, at this time.

- (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;

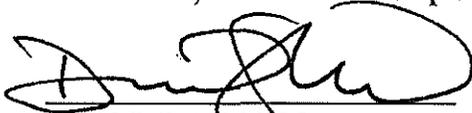
Applicant may, for certain supply services use the utility's billing service. However, for those electricity supply services for which it intends to separately bill, please see Exhibit "B" to this Application for Applicant's bill form.

(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 residential and small commercial customers, as defined in the PUC's rules, is attached as Exhibit "C-1" and Exhibit "C-2" to this Application.

(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.

A handwritten signature in black ink, appearing to read "David S. Reinfeld", written over a horizontal line.

David S. Reinfeld, Manager

Dated: August 21, 2017

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 is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on September 28, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 636740



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of August A.D. 2017.

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



Customer: [REDACTED]
Account Number: [REDACTED]
Billing Date: Jul 20, 2017
Due Date: Aug 14, 2017

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 send your payment to the address listed below on your remit slip or contact us for other payment options. Please call us directly at (877) 611-MINT for any questions.

Contacting Us

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

Your Utility Contact Information:

Utility	Service Interruption/Emergency	Non-Emergencies
Eversource - PSNH	1-866-554-6025	1-866-554-6025
Consumer Affairs Division	Out of State	In State
Public Utilities Commission (PUC)	1-800-852-3793	1-866-554-6025

Account Summary Information

Previous Balance	[REDACTED]
Payments Received	[REDACTED]
Balance Forward	[REDACTED]
Total Current Charges	[REDACTED]
Total Amount Due	[REDACTED]



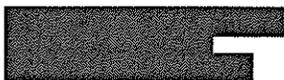
Your Energy Broker is Patriot Energy
 Tel: 800-343-4410
 Email: Solutions@PatriotEnergyGroup.com
 Web: www.PatriotEnergyGroup.com



One Rounder Way, Suite 220
 Burlington, MA 01803

Account Number: [REDACTED]
Billing Date: Jul 20, 2017
Due Date: Aug 14, 2017
Current Charges: [REDACTED]
Total Amount Due: [REDACTED]

Amount Enclosed: \$



|||||
 Mint Energy, LLC.
 Department 1510
 PO Box 4110
 Woburn, MA 01888-4110



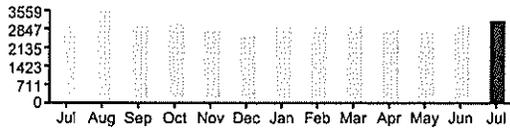


Customer: [REDACTED]
 Account Number: [REDACTED]
 Billing Date: Jul 20, 2017
 Due Date: Aug 14, 2017

LDC Acct#: [REDACTED]
 Plan: NH Portfolio Group Product
 Service Address:
 [REDACTED]

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult Days	Usage
[REDACTED]	06/14/17 - 06/30/17	N	kWh			31	[REDACTED]
	06/30/17 - 07/14/17	N	kWh			31	[REDACTED]

Monthly Usage History



Current Charges

Energy Charge [REDACTED]
 Current Charges [REDACTED]

For your Portfolio, the Total Price (per kWh) is determined according to the Portfolio Electricity Supply Agreement and Addendum B (if applicable), consisting of a blend of market-based variable and fixed components. This blend depends on a variety of factors, such as the proportion of your usage to the aggregated usage of your Portfolio Segment and the size of your contracted Transaction Volumes, (per Addendum B to your ESA), as applicable. Certain elements of the Total Price, such as energy, capacity, renewable and ancillary charges are included in the Total Price and may increase or decrease on a monthly basis due to changing market conditions, regulatory changes, your aggregator entering into fixed price transactions on your behalf and/or other factors. The Total Price excludes any applicable taxes. For more detailed terms regarding your Portfolio, please see your ESA and the applicable Addendum B.

Specific information regarding your electric meter readings, regardless of whether Mint Energy supplies your electricity, are available on your utility bill. According to New Hampshire regulations, you have the right to request from us the actual amount of your electric consumption information for the billing periods from the previous year during which Mint Energy supplied your electricity. Mint Energy believes in customer satisfaction. If, after attempting to resolve a dispute with us, it remains unresolved, you have the right to file a complaint with the PUC.

Customers with late payments will be charged a monthly rate of 1.5% on the outstanding balance.



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 send your payment to the address listed below on your remit slip or contact us for other payment options.
 Please call us directly at (877) 611-MINT for any questions.

Contacting Us

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

Your Utility Contact Information:

Utility	Service Interruption/Emergency	Non-Emergencies
Eversource - PSNH	1-866-554-6025	1-866-554-6025
Consumer Affairs Division	Out of State	In State
Public Utilities Commission (PUC)	1-800-852-3793	1-866-554-6025



Your Energy Broker is Patriot Energy
 Tel: 800-343-4410
 Email: Solutions@PatriotEnergyGroup.com
 Web: www.PatriotEnergyGroup.com

Customer: [REDACTED]

Account Number: [REDACTED]

Billing Date: Aug 03, 2017

Due Date: Aug 28, 2017

Account Summary Information

Previous Balance	[REDACTED]
Payments Received	[REDACTED]
Balance Forward	[REDACTED]
Total Current Charges	[REDACTED]
Total Amount Due	[REDACTED]



One Rounder Way, Suite 220
 Burlington, MA 01803

Account Number: [REDACTED]

Billing Date: Aug 03, 2017

Due Date: Aug 28, 2017

Current Charges: [REDACTED]

Total Amount Due: [REDACTED]

Amount Enclosed: \$



Mint Energy, LLC.
 Department 1510
 PO Box 4110
 Woburn, MA 01888-4110

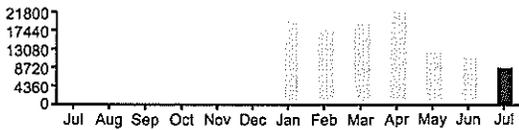




Customer: [REDACTED]
 Account Number: [REDACTED]
 Billing Date: Aug 03, 2017
 Due Date: Aug 28, 2017

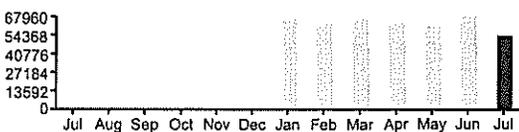
LDC Acct#: [REDACTED]
 Plan: Energy Lock
 Service Address:
 [REDACTED]

Monthly Usage History



LDC Acct#: [REDACTED]
 Plan: Energy Lock
 Service Address:
 [REDACTED]

Monthly Usage History



Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult Days	Usage
	06/12/17 - 07/11/17	N	kWh			29	[REDACTED]

Current Charges

Late Fee [REDACTED]
 Energy Lock Charge [REDACTED]
 Late Fee [REDACTED]
 Current Charges [REDACTED]

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult Days	Usage
	06/19/17 - 07/18/17	N	kWh			29	[REDACTED]

Current Charges

Late Fee [REDACTED]
 Energy Lock Charge [REDACTED]
 Late Fee [REDACTED]
 Current Charges [REDACTED]

Your Energy Lock™ rate (as shown in your ESA-Terms of Services) includes, among other items, charges for electricity, capacity, congestion losses, ancillaries and charges with the New Hampshire Renewable Portfolio Energy Standard, but does not include applicable taxes.

Specific information regarding your electric meter readings, regardless of whether Mint Energy supplies your electricity, are available on your utility bill.

According to New Hampshire regulations, you have the right to request from us the actual amount of your electric consumption information for the billing periods from the previous year during which Mint Energy supplied your electricity.

Mint Energy believes in customer satisfaction. If, after attempting to resolve a dispute with us, it remains unresolved, you have the right to file a complaint with the PUC.

Customers with late payments will be charged a monthly rate of 1.5% on the outstanding balance.



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 send your payment to the address listed below on your remit slip or contact us for other payment options.
 Please call us directly at (877) 611-MINT for any questions.

Contacting Us

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

Your Utility Contact Information:

Utility	Service Interruption/Emergency	Non-Emergencies
Eversource - PSNH	1-866-554-6025	1-866-554-6025
Consumer Affairs Division	Out of State	In State
Public Utilities Commission (PUC)	1-800-852-3793	1-866-554-6025



Your Energy Broker is Patriot Energy
 Tel: 800-343-4410
 Email: Solutions@PatriotEnergyGroup.com
 Web: www.PatriotEnergyGroup.com



One Rounder Way, Suite 220
 Burlington, MA 01803



Customer:



Account Number:



Billing Date:

Aug 01, 2017

Due Date:

Aug 28, 2017

Account Summary Information

Previous Balance	
Payments Received	
Balance Forward	
Total Current Charges	
Total Amount Due	

Account Number:



Billing Date:

Aug 01, 2017

Due Date:

Aug 28, 2017

Current Charges:



Total Amount Due:



Amount Enclosed:

\$



Mint Energy, LLC.
 Department 1510
 PO Box 4110
 Woburn, MA 01888-4110



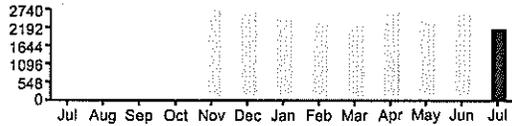


Customer: [REDACTED]
Account Number: [REDACTED]
Billing Date: Aug 01, 2017
Due Date: Aug 28, 2017

LDC Acct#: [REDACTED]
Plan: NH Hourly Variable
Service Address:
 [REDACTED]

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult Days	Usage
[REDACTED]	06/26/17 - 06/30/17	N	kWh			31	[REDACTED]
	06/30/17 - 07/26/17	N	kWh			31	[REDACTED]

Monthly Usage History



Current Charges

Variable LMP Energy Charge [REDACTED] per kWh)
 Capacity Charges [REDACTED]
 Service Fee [REDACTED] per kWh)
 Ancillary Services [REDACTED] per kWh)
 Renewable Energy Requirement [REDACTED] per kWh)
Current Charges [REDACTED]

Customer's Market Based (i.e., Index) Product price components -- Energy, Capacity, Renewable, and Ancillary charges -- may increase or decrease on a monthly basis due to market conditions, regulatory changes, and/or other adjustments.

Specific information regarding your electric meter readings, regardless of whether Mint Energy supplies your electricity, are available on your utility bill.

According to New Hampshire regulations, you have the right to request from us the actual amount of your electric consumption information for the billing periods from the previous year during which Mint Energy supplied your electricity.

Mint Energy believes in customer satisfaction. If, after attempting to resolve a dispute with us, it remains unresolved, you have the right to file a complaint with the PUC.

Customers with late payments will be charged a monthly rate of 1.5% on the outstanding balance.



Customer: [REDACTED]
Account Number: [REDACTED]
Billing Date: Aug 04, 2017
Due Date: Aug 29, 2017

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 send your payment to the address listed below on your remit slip or contact us for other payment options. Please call us directly at (877) 611-MINT for any questions.

Contacting Us

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

Your Utility Contact Information:

Utility	Service Interruption/Emergency	Non-Emergencies
Eversource - PSNH	1-866-554-6025	1-866-554-6025
Consumer Affairs Division	Out of State	In State
Public Utilities Commission (PUC)	1-800-852-3793	1-866-554-6025

Account Summary Information

Previous Balance	[REDACTED]
Payments Received	[REDACTED]
Balance Forward	[REDACTED]
Total Current Charges	[REDACTED]
Total Amount Due	[REDACTED]



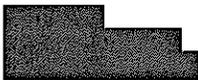
Your Energy Broker is Patriot Energy
 Tel: 800-343-4410
 Email: Solutions@PatriotEnergyGroup.com
 Web: www.PatriotEnergyGroup.com



One Rounder Way, Suite 220
 Burlington, MA 01803

Account Number: [REDACTED]
Billing Date: Aug 04, 2017
Due Date: Aug 29, 2017
Current Charges: [REDACTED]
Total Amount Due: [REDACTED]

Amount Enclosed: \$



Mint Energy, LLC.
 Department 1510
 PO Box 4110
 Woburn, MA 01888-4110

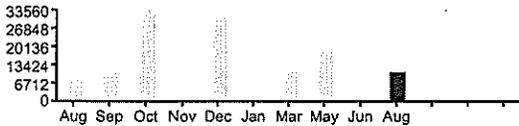




Customer: [REDACTED]
 Account Number: [REDACTED]
 Billing Date: Aug 04, 2017
 Due Date: Aug 29, 2017

LDC Acct#: [REDACTED]
 Plan: NH Day-Ahead Index
 Service Address:
 [REDACTED]

Monthly Usage History



Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult Days	Usage
[REDACTED]	06/30/17 - 08/02/17	N	kWh			33	[REDACTED]

Current Charges

Variable LMP Energy Charge [REDACTED] per kWh
 Capacity Charges [REDACTED]
 Service Fee [REDACTED] per kWh
 Ancillary Services [REDACTED] per kWh
 Renewable Energy Requirement [REDACTED] per kWh

Current Charges

Customer's Market Based (i.e., Index) Product price components -- Energy, Capacity, Renewable, and Ancillary charges -- may increase or decrease on a monthly basis due to market conditions, regulatory changes, and/or other adjustments.

Specific information regarding your electric meter readings, regardless of whether Mint Energy supplies your electricity, are available on your utility bill.

According to New Hampshire regulations, you have the right to request from us the actual amount of your electric consumption information for the billing periods from the previous year during which Mint Energy supplied your electricity.

Mint Energy believes in customer satisfaction. If, after attempting to resolve a dispute with us, it remains unresolved, you have the right to file a complaint with the PUC.

Customers with late payments will be charged a monthly rate of 1.5% on the outstanding balance.

EXHIBIT C-1

Sample Contract for Small Business Customers

Electricity Supply Agreement – Addendum B
New Hampshire – Small Commercial & Industrial(<100kW)—Portfolio



Customer Name: <u>Click here to enter text.</u>	Pool ID: <u>Click here to enter text.</u>	
Created On: <u>Click here to enter text.</u>	Valid Thru: <u>Click here to enter text.</u>	Contract ID: <u>Click here to enter text.</u>
Transaction Start Date:	Transaction End Date:	Transaction Rate(\$/kWh):

By executing this Addendum B, effective as of the latest date written below (“Addendum B Effective Date”), the Parties agree that this Addendum B amends, is specifically incorporated into, and made a part of the ESA (as defined therein) between the Parties.

I. General

- a. The terms of this Addendum B apply to both the **Transaction Volumes** (as defined below) and all other usage of the Customer, but only to the extent referenced herein, and only during the **Transaction Period** (as defined below).
- b. Capitalized terms not defined in Addendum B will have the same meaning as in the ESA.
- c. If there is a conflict between terms in this Addendum B and the ESA, this Addendum B will control.
- d. If the Transaction Period lasts beyond the expiration of the Initial Term or any Renewal Term (of the ESA) the ESA will be considered to be extended (at a minimum) to the end of the Transaction Period, at which time (unless sufficient notice has been provided under the ESA to terminate) a Renewal Term will commence.

II. Definitions: The following terms shall have the following meanings within this Addendum B:

- a. “Around the clock” or “ATC” means all Hours Monday through Sunday.
- b. “Hour ending” (“HE”) means the 60 minute interval ending on each hour (in 24-hour format), referred to by the last minute included in that interval. For example, the hour ending at 7:00 PM is HE 1900. In this Addendum, all HE refer to Eastern Time.
- c. “Hourly Index Rate” means the Real Time or Day-Ahead Locational Marginal Price, or a combination thereof, for the suitable New Hampshire load zone or Hub expressed in \$/MWh and published by ISO-NE for the applicable hour, divided by 1,000 to convert to \$/kWh.
- d. “Market Price” is defined as, for purposes of calculating the Transaction Early Termination Fee (as set forth below), a good faith reasonable approximation (as calculated by Mint Energy) of a per-kWh price at which Mint Energy reasonably believes it would be able to liquidate the unconsumed portion of the Transacted Volumes with a willing counterparty in an arm’s length transaction within a commercially reasonable time of the breach or early termination.
- e. NERC Holidays are those days defined by the North American Electric Reliability Corporation (NERC) as “Additional Off-Peak Days” that are listed (as may be updated from time to time) on NERC’s website.^a
- f. “Off-Peak” collectively refers to the time periods: (1) Monday through Sunday, each day HE 0100 through HE 0700, and HE 2400; (2) Saturday and Sunday, all hours, and (3) NERC Holidays, all hours.
- g. “Peak” means Monday through Friday HE 0800 through HE 2300, excluding NERC Holidays.
- h. “Sub-Pool” refers to a subset of a particular Portfolio Pool that consists of one or more Customers’ accounts grouped together on a monthly basis (but not necessarily the same grouping every month) for Portfolio billing purposes.
- i. “Transaction Period” means the period beginning on the Transaction Start Date and ending on the Transaction End Date.

^a http://www.nerc.com/comm/OC/RS%20Agendas%20Highlights%20and%20Minutes%20DL/Additional_Off-peak_Days.pdf

Electricity Supply Agreement – Addendum B

New Hampshire – Small Commercial & Industrial(<100kW)—Portfolio

- j. “Transaction Rate” refers to the rate element applied to the Transaction Volume of each Customer in a particular Sub-Pool.

III. Total Price Calculation

- a. During the Transaction Period, Section F, paragraph 1 of the ESA will not apply (the other parts of Section F remaining unaffected). Mint Energy will determine the **Energy Charge** component of the **Total Price** in the following manner:
- i. Mint Energy will identify (and gross up for line losses) all actual usage for all active customers in the applicable Sub-Pool for a given billing period, but only for the portion of the billing period during the Transaction Period. 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”)**.
 - ii. The unscaled numeric **sum** of all actual usage (not grossed up for line losses) for all customers in the applicable Sub-Pool for the billing period is the (“**Combined Sub-Pool Usage**” or “**CSU**”).
 - iii. Mint Energy will identify and aggregate the pro-rated proportion (comparing the billing period to the Transaction Period) of all active Transaction Volumes for a given Sub-Pool and given billing period (“**Sub-Pool Transaction Usage**” or “**STU**”).
 - iv. Mint Energy will determine, if applicable, the **Sub-Pool Index Charge (“SIC”)**.
 1. Mint Energy will determine the differences (greater than or less than) between the SSU and STU. The increments in which the SSU exceeds the STU is the **Sub-Pool Index Usage (“SIU”)**. The increments in which the STU exceeds the SSU represent the **Sub-Pool Index Surplus (SIS)**.
 2. Mint Energy will apply the Hourly Index Rate to the SIU increments and the SIS increments.
 3. The **SIC** will be equal to (1) the total of the rated SIU increments **less** (2) the total of the rated SIS increments.
 - v. Then, Mint Energy will calculate the **Energy Charge**, for the applicable billing period as follows:

$$\text{Energy Charge} = \frac{\text{SIC} + (\text{Transaction Rate} \times \text{STU})}{\text{CSU}}$$

- b. The variable **Total Price** (per kWh) is a single charge composed of the combination of the **Energy Charge** as calculated above and the variable charges for **Portfolio Fulfillment, Capacity, Renewable Energy Certificates, and Ancillary Services**, as set forth in the ESA.

IV. Early Termination and Settlement:

- a. If Customer defaults under the ESA or this Addendum, the ESA will govern with respect to (1) what constitutes default and (2) any available cure.
- b. If Customer terminates the ESA and/or Addendum prior to the end of the Transaction Period, in accordance with Section N of the ESA, the Transaction Early Termination Fee (“TETF”) will be computed for Transaction Volumes as follows, as a reasonable approximation of damages for breach or early termination:
- i. If the Market Price, for the unconsumed volume of energy at the time of Customer’s breach (“Market Price”) is **greater than or equal** to the Transaction Rate, the TETF = \$0.00 (zero); or
 - ii. If the Market Price is **less than** the Transaction Rate, then the TETF will be calculated as follows for the Customer’s unconsumed Transaction Volumes:

$$\text{TETF} = (\text{Transaction Rate} - \text{Market Price}) \times \text{Unconsumed Transaction Volumes}$$

- c. The Parties agree that Mint Energy is not required to unwind any underlying wholesale transactions relating to the transaction volumes. Moreover, should Mint Energy unwind all or part of any such

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New Hampshire – Small Commercial & Industrial(<100kW)—Portfolio

underlying transactions, Mint Energy is not required to account to Customer regarding such unwinding or liquidation.

- d. In all cases, in accordance with Section N of the ESA, the Customer is responsible for all prior billed and unpaid amounts.

V. Transaction Volume Defined

Transaction Volume (kWh per Transaction Period/Sub-Period) ^b	% Historic Use ^c	Please check one—or fill in “Other”			
		ATC ^d ,e	Peak d,e	Off- Peak ^{d,e}	Other Load Shape or Sub-Period Description

Therefore, the Parties by their (or their authorized representative’s) signatures below agree to the foregoing Addendum B.

SIGNATURE	<i>For Back Office Use Only</i>
Customer: <u>Click here to enter text.</u>	Mint Energy, LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title: Authorized Signatory
Date:	Date:

^b Transaction Volumes stated in kilowatt-hours will be grossed up for losses and may be adjusted for such factors as weather forecasts.

^c Transaction Volumes stated as percentages will be converted into a volume (in kWh) consisting of a commercially reasonable estimate of historical data (based on utility or other data available to Mint Energy) from a corresponding timeframe to the Transaction Period or Sub-Period, that is grossed up for losses and may be adjusted for such factors as weather forecasts.

^d In ATC, Peak, or Off-Peak transactions where the Transaction Volumes are stated in this table as specific number(s) of kilowatt-hours per Transaction Period/Sub-Period, the Transaction Volume will be divided by the number of hours corresponding to the transaction type within the Transaction Period/Sub-Period and the resulting amount will be assigned to each such hour corresponding to the transaction type.

^e In ATC transactions, where the Transaction Volumes are stated as percentages of historical per period, the transaction purchased will be a combination of Peak and Off-Peak volumes corresponding to a commercially reasonable estimate of historical data.

EXHIBIT C-2

Sample Contract for Residential Customers



Electricity Supply Agreement—Terms of Service

New Hampshire – Residential—Energy Lock™

RESIDENTIAL CUSTOMER INFORMATION

Customer: LDC Account No: *See attached Addendum A*

Contract ID: Created: Pricing Valid Thru:

Initial Term (months): Intended Start Month/Year:

* Mint Energy will make commercially reasonable efforts to start service in the **Intended Service Month**.

Promo Code/Other: Energy Lock™ Rate: \$ 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 the above-specified Customer (hereafter, “Customer” or “You”)(each a “Party” and collectively the “Parties.”)

Enrollment Authorization: You have read and agree to the provisions contained in this ESA. You authorize Mint Energy to enroll You with your Local Distribution Company (“LDC”) as your electricity supplier. You understand that You may only designate one company as your retail electric supplier for each account and that there may be a fee charged by your current supplier to switch to Mint Energy. By signing this ESA and/or accepting electricity supply, (facsimile signature accepted as if it were an original) You warrant and represent that You are legally authorized to enter into this Agreement. By executing this ESA, Mint Energy does not guarantee its ability, but will make commercially reasonable efforts, to enroll the account(s) listed on Addendum A on each account’s meter reading date in the Intended Start Month/Year. **You also agree and understand that supply of electricity under this ESA by Mint Energy is expressly conditioned upon Mint Energy’s (1) review and approval (in its absolute discretion) of your creditworthiness and (2) verification of the accuracy of all Customer-provided information with respect to electricity usage and Addendum A.**

CUSTOMER CONTACT

Name:

Street Address:

City, State, Zip:

Phone: Fax: Email:

MINT ENERGY CONTACT	CUSTOMER PAYMENTS <i>(applies only to customers billed directly by Mint Energy)</i>
<p>Name: Mint Energy, LLC</p> <p>Street Address: One Rounder Way, Suite 220</p> <p>City, State, Zip: Burlington, MA 01803</p> <p>Phone: (877) 611-6468</p> <p>Fax: (888) 611-6468</p> <p>Email: custserv@mintenergy.net</p>	<p>For payment by check, please send to:</p> <p>Mint Energy, LLC</p> <p>Department 1510</p> <p>P.O. Box 4110</p> <p>Woburn, MA 01888-4110</p>

CUSTOMER SIGNATURE

BACK OFFICE USE ONLY

Customer: <input type="text" value="Enter Text Here"/>	Mint Energy, LLC
Signature: <input type="text"/>	Signature: <input type="text"/>
Print Name: <input type="text"/>	Print Name: <input type="text"/>
Title: <input type="text"/>	Title: Authorized Signatory
Date: <input type="text"/>	Date: <input type="text"/>

Electricity Supply Agreement—Terms of Service

New Hampshire – Small (demand less than 100 kW)—C&I—Energy Lock™

Definitions of Terms used in This Agreement:

- a) “CEPS” refers to a “Competitive Electric Power Supplier” as defined in Puc 2002.4
- b) “ESA” refers to this Agreement, the Mint Energy Electricity Supply Agreement
- c) “ISO” refers to the Independent System Operator, the entity that manages the wholesale power market and electricity transmission grid. For New Hampshire, this entity is ISO-New England (“ISO-NE”).
- d) “kWh” or kilowatt-hour is a unit of measurement of electricity used.
- e) “LDC” refers to the Local Distribution Company, the company that maintains the wires, poles, and other infrastructure that physically delivers electricity to customers. Eversource is an example of a New Hampshire LDC.
- f) “RTO” refers to the Regional Transmission Organization, the entity that manages the electricity transmission grid. For New Hampshire, this entity is ISO-New England.

TERMS AND CONDITIONS

- A. **Product:** Mint Energy’s Energy Lock™ is an all-inclusive pre-determined per-kWh rate, full-requirements electricity supply product that aims to provide You with budget certainty on your electricity supply. Mint Energy will sell and deliver, or caused to be delivered, and You will purchase and receive, or cause to be received, during the term of this ESA, electricity for each metered account listed on Addendum A.
- B. **Term of Supply:** Mint Energy will determine, (i.e., using the scheduled LDC/utility meter reading date), the Supply Start Date for each account listed in Addendum A after its receipt of your signed ESA. The Supply Start Date will be indicated on Mint Energy’s first invoice to You, and You remain responsible for all charges and fees related to service prior to the Supply Start Date. The Term will begin on the Supply Start Date, and will continue until the meter reading date during the last month of the Term specified in this ESA. Upon expiration of the Term, You will be returned to LDC default service, unless (a) a new Electricity Supply Agreement has been made with Mint Energy, or (b) You affirmatively choose another CEPS.
- C. **Customer Class:** Customer warrants and represents that no account listed on Addendum A is classified as commercial or industrial under LDC tariffs.
- D. **Rescission:** You may rescind this ESA and authorization for Mint Energy to enroll You within three (3) business days from the date on which the Agreement is delivered to You via hand delivery or electronic delivery. If this Agreement is delivered to You by the United States Postal Service, You may rescind within five (5) business days from the postmark date.
- E. **Manner of Termination:** You have a right to change suppliers or to return to LDC default service at any time, and may terminate supply by Mint Energy under this ESA, in whole or with respect to any single account included, by providing notice to Mint Energy either by email to custserv@mintenergy.net or by fax to 888-611-6468, or by phone to 877-611-6468, in order to change to another CEPS or for any other reason. Should You choose to do so, Mint requests that You give Mint thirty days 30 days prior notice (e.g., custserv@mintenergy.net). In any case, Customer’s LDC will then be solely responsible for implementing the termination of enrollment from Mint Energy. Moreover, You will remain responsible to Mint Energy for all charges for electricity delivered until the day your LDC completes implementation of your election to stop electricity supply (the “Enrollment Drop Date”). Mint Energy may terminate this ESA and supply of electricity

hereunder for cause, as specified elsewhere in this ESA.

- F. Termination Charges:** There are no early termination fees associated with this Agreement. Should a Customer Enrollment Drop Date occur prior to the end of the Term, Customer will only be responsible for any outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA before the Enrollment Drop Date, including late fees for any overdue payments.
- G. Price:** Customer agrees to pay charges in cents per kWh as specified herein for electricity consumption during the Term. During the Initial Term, the **Energy Price** will be the **Energy Lock™ Rate** shown on Page 1 of the ESA. The Energy Price includes, among other things, charges for electricity, capacity, congestion, losses, ancillaries, and charges for compliance with the New Hampshire Renewable Portfolio Standards.
1. Your Energy Price does not include any applicable taxes, permissible pass-through charges, or other costs including but not limited to, the price of transmission and distribution, the system benefits charge, and the stranded recovery charge.
 2. You are responsible for paying LDC delivery charges as well as any other applicable charges.
 3. If You used a third-party representative (e.g., a broker or consultant) to secure this Agreement, the Energy Lock™ Rate may include a fee assessed by such representative for its services to You.
 4. The average price per kWh of this product will not vary based on incremental levels of usage. Regardless of usage, the average price per kWh will remain the same.
- H. Billing and Payment Methods:** You will be billed monthly for electricity supply provided hereunder via either (a) the **Complete Billing Method**, under which You will receive a single invoice from your LDC containing charges from both the LDC for its transmission, distribution, and other charges, and Mint Energy's electric supply charges or (b) the **Dual Billing Method**, where the LDC and Mint Energy will bill for their respective charges separately. You may be assigned to either Billing Method at the sole discretion of Mint Energy. Any change to your Billing Method made by Mint Energy after your first bill has been sent will not be effective until at least 30 days have passed from sending of such notice.
1. Under the Dual Billing Method, payments for Mint Energy's electric supply charge should be made directly to Mint Energy, to the address indicated on the invoice. 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. Charges from your LDC for its transmission, distribution, and other charges will be sent to You by your LDC on a separate invoice, and shall be your sole responsibility.
 2. Under the Complete Billing Method, payments should **not** be made directly to Mint Energy, but rather to your LDC. All payments should be made in accordance with your LDC's applicable tariffs.
 3. Regardless of Billing Method, failure to make full payment on such terms will be considered a material breach of this Agreement, resulting in the imposition of late payment charges. Additionally, You may be reported to a credit agency, and You will be subject 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 annual interest rate of ten (10%) percent. In addition, You will reimburse Mint Energy for any fees we incur related to late payments or insufficient credit, returned checks, or collecting on any outstanding invoices, including reasonable attorney's fees. Upon termination of this ESA, You agree to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by You 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/Emergency Contact:** 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. In the event of an electric-related emergency such as a power outage and/or pole, wires, or equipment service needs, Customer agrees to call the LDC at its emergency phone number: Eversource: 1-800-662-7764; NH Electric Co-Op.: 1-800-698-2007; Liberty Utilities: 1-800-375-7413.
- K. Credit Requirements:** Mint Energy reserves the right to request a credit history on You prior to offering electricity supply or at any time during the term of this ESA. Mint Energy reserves the right to refuse service to any individual that does not meet Mint Energy's minimum credit requirements.
- L. Consent to Obtain Usage Data and Information Disclosure:** By executing this ESA and/or accepting delivery of electricity under this ESA, You authorize 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. Specifically, You consent to the release to Mint Energy, from your LDC, any Real Time Meter data, including demand (kW), usage (kWh) and/or kVA data, at both the interval and summary level for all accounts and service addresses listed in Addendum A. You further authorize Mint Energy to release confidential and other information to your LDC necessary to enroll You.
- M. 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 You to LDC basic service: (i) as soon as permitted by PUC regulations, if You fail to make timely payment of all amounts due Mint Energy on the due date, which also specifically includes when payment is declined by your financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read your meter for two (2) consecutive months due to circumstances controlled by You; (iii) if any information, representation, or warranty You 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, You do not provide written notice to Mint Energy correcting such false or misleading information; (iv) Excluding (i) through (iii) above, You materially default 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.
- N. Force Majeure:** Except for your 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/natural forces, war, riot, public disturbance, labor action, non-performance of the LDC or ISO/RTO, or unavailability of transmission or distribution 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.
- O. Changes in Law, Market Structure, Electricity Needs or Classifications:** If there is a change in or implementation of (1) law, rule, regulation, ordinance, statute, judicial decision, administrative order and the like; (2) material change in ISO/RTO operating guidelines or protocols, load or capacity zone boundary or hub definitions; (3) modification of distribution company tariffs or standard terms and conditions; (4)

changes in programs including, but not limited to resource adequacy, the New Hampshire Renewable Energy Portfolio Standard, and the like; or (5) 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 You in Mint Energy's monthly bill as an additional charge, and You hereby agree 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.

- P. 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. MOREOVER, THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGES 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 QUALITY OF ELECTRICITY DELIVERED PURSUANT TO THIS ESA, WHETHER WRITTEN, ORAL, EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- R. 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 State of New Hampshire, without regard to principles of conflicts of law. Further, if necessary, venue will be in New Hampshire courts. If You are unsatisfied with Mint Energy's products or services, you may contact Mint Energy via phone, fax, or email to resolve the issue. The Parties agree that any billing dispute must be made to Mint Energy in writing by You within twelve (12) months of the billing date, or it will be waived. You may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 1-800-852-3793 if You have questions about your rights and responsibilities.
- S. Assignment:** Mint Energy may assign its rights and obligations under this Agreement to a third party without your consent, including the sale of all or substantially all the assets or merger or consolidation involving Mint Energy. Prior to assigning its rights and obligations to a third party, Mint Energy will provide You with a conspicuous written notice at least 14 days prior to the effective date of such change, that includes: 1) that Mint Energy shall discontinue providing services to You; 2) that unless You select an alternate CEPS or return to default service, You will be assigned to the proposed transferee or purchaser; 3) the date that Mint Energy will discontinue providing services to You; 4) that the change of CEPS shall be without charge to You; 5) A clear statement: a) Of any difference between Mint Energy's rates, terms, or conditions of service and the rates, terms or conditions of service of the proposed transferee or buyer; or b) That Mint Energy's rates, terms, and conditions of service and those of the proposed transferee or buyer are the same; 6) The name address, telephone number, and email address of the proposed transferee or buyer if You do not select an alternate CEPS within the prescribed time period; and 7) the time period within which You shall make a selection of any alternative CEPS or be returned to default service, if different than the date Mint Energy will cease to provide service to You.

You may not assign your 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. 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.

- T. Forward Contract:** The Parties agree that (1) this ESA is a “Forward Contract” and that (2) Mint Energy is a “forward contract merchant” for the purposes of United States Bankruptcy Code, as amended, (the “Bankruptcy Code”). The Parties further agree that any payment related hereto will constitute a “settlement payment” as defined in Section 101 (51A) of the Bankruptcy Code.
- U. No Waiver:** Mint’s failure to act or waiver of any right or obligation hereunder, including in respect to any Default by You, shall not be considered a waiver of any future right or obligation, whether of a similar or different character.
- V. Rule of Construction:** The language in this ESA will 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 will not apply in interpreting this ESA.
- W. 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.
- X. Entire Agreement; Amendment:** This ESA, along with any attachments and/or addenda, constitute the entire agreement between You and Mint Energy relating to the subject matter hereof and supersedes any other agreements, written or oral, between You and Mint Energy 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 You 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.
- Y. Do Not Call/Consumer Rights:** To the extent applicable, Customer 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. You may obtain additional Information regarding consumer protection rights from the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 1-800-852-3793.
- Z. Confidentiality:** Mint Energy will not release any of your Confidential Information (as defined in this section) without first obtaining your prior written authorization, unless required by law. For the purposes of this section, your Confidential Information shall include, but not be limited to: your name, address, email address, telephone number, and individual customer payment information.
- AA. Bill Payment Assistance for Low Income Customers:** The statewide Electric Assistance Program provides qualifying low-income customers with payment assistance for their electric bills. Programs are available through the following social service agencies: (1) Southern New Hampshire Services - 1-800-322-1073, (2) Southwestern Community Services - 1-800-529-0005, (3) Rockingham Community Action - 1-800-639-3896, (4) Tri-County Community Action - 1-888-842-3835, (5) Community Action Partnership of Strafford County – (603) 516-8130, and (6) Community Action Program, Belknap/Merrimack Counties - (603) 225-6880.

EXHIBIT D

Mint Energy EDI Certification with PSNH

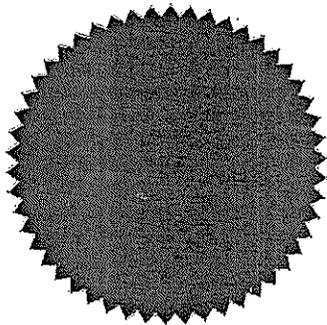
Public Service of New Hampshire Certificate of Completion

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 ISO-NE Participation Status



NEW ENGLAND POWER POOL

Current Members

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

Pre-Printed Rosters:

Sector Roster

Alphabetical (by Voting Member)

Alphabetical (2d RNA)

ISO-NE CAMS:

Abest Power & Gas, LLC
Acadia Center
Acushnet Company
Aesir Power, LLC
Agera Energy LLC
Algonquin Energy Services Inc
Alphaxaraxia Nickel LLC
Ambit Northeast LLC
Ameresco CT LLC
American PowerNet Management, LP
AmericaWide Energy, LLC
Aminpour, Farhad
Ampersand Energy Partners LLC
Anthony, Christopher M.
Antrim Wind Energy LLC
Archer Energy, LLC
Ashburnham Municipal Light Plant
Aspirity Energy, LLC
Associated Industries of Massachusetts
Astral Energy LLC
Athens Energy LLC
Atlantic Energy MA, LLC
Avangrid Renewables, LLC
Backyard Farms, LLC
Backyard Farms Energy, LLC
Bath Iron Works Corporation
BBPC LLC d/b/a Great Eastern Energy
Beacon Falls Energy Park, LLC
Bear Swamp Power Company LLC
Belmont Municipal Light Department
Berkshire Power Company, LLC
Berlin Station, LLC
Black Bear Hydro Partners, LLC
Blackstone Hydro, Inc.
Block Island Power Company
Bloom Energy Corporation
Blue Sky East, LLC
Blue Sky West, LLC
BlueRock Energy, Inc.
BNP Paribas Energy Trading GP
Boston Energy Trading and Marketing
Boyiston Municipal Light Department
BP Energy Company
Braitree Electric Light Department
Bridgewater Power Company L.P.
Brookfield Energy Marketing Inc.
Brookfield Energy Marketing LP
Brookfield Renewable Energy Mid'tg US
Brookfield White Pine Hydro LLC
Brown Bear II Hydro, Inc.
Bucksport Generation LLC
Burlington Electric Department
C.N. Brown Electricity, LLC
Calpine Energy Services, LP
Calpine Energy Solutions, LLC
Canandalgua Power Partners, LLC
Cape Light Compact
Cargill Power Markets, LLC
Castleton Commod. Merchant Trading
Central Maine Power Company
Centre Lane Trading Limited
Champion Energy Marketing LLC
Champlain VT, LLC
Chester Municipal Light Department
CHI Power Marketing, Inc.
Chicopee Municipal Lighting Plant
Choice Energy LLC
Cianbro Energy, LLC
Cligroup Energy Inc.
CleanChoice Energy, Inc.
Clear Choice Energy, LLC
CLEARResult Consulting Inc.
Clearview Electric Inc.
Commonwealth of Massachusetts
(Div. of Capital Asset Management)
CommonWealth Resource Management
Corporation
Competitive Energy Services, LLC
Concord Municipal Light Plant
Conn. Central Energy, LLC
Conn. Gas & Electric, Inc.

Danvers Electric Division
Darby Energy, LLLP
Dartmouth Power Associates, LP
DC Energy, LLC
Deepwater Wind Block Island LLC
Devon Power LLC
Devonshire Energy LLC
DFC ERG CT, LLC
Direct Energy Business, LLC
Direct Energy Business Marketing, LLC
Discount Power, Inc.
Dominion Energy Generation
Marketing, Inc.
Dominion Energy Nuclear
Connecticut, Inc.
DTE Energy Trading, Inc.
Dynasty Power Inc.
Dynegy Marketing and Trade LLC
East Avenue Energy LLC
EDF Energy Services, LLC
EDF Trading North America, LLC
eKapital Investments LLC
Electricity Maine, LLC
Electricity N.H., LLC d/b/a ENH Power
Elektrisola, Inc.
Eligo Energy, LLC
Emera Energy Services Sub. No. 1 LLC
Emera Energy Services Sub. No. 2 LLC
Emera Energy Services Sub. No. 3 LLC
Emera Energy Services Sub. No. 4 LLC
Emera Energy Services Sub. No. 5 LLC
Emera Energy Services Sub. No. 6 LLC
Emera Energy Services Sub. No. 7 LLC
Emera Energy Services Sub. No. 8 LLC
Emera Energy Services Sub. No. 9 LLC
Emera Energy Services Sub No 10 LLC
Emera Energy Services Sub No 11 LLC
Emera Energy Services Sub No 12 LLC
Emera Energy Services Sub No 13 LLC
Emera Energy Services Sub No 14 LLC
Emera Energy Services Sub No 15 LLC
Emera Maine Inc.
EmpireCo Limited Partnership
Energy Management, Inc.
Energy New England LLC
Energy Federation Inc.
Energy GPS LLC
Energy Plus Holdings LLC
EnerNOC, Inc.
EnerNive Global Technologies, Inc.
d/b/a CPower
Engelhart CTP (US) LLC
ENGIE Energy Marketing NA, Inc.
ENGIE Resources LLC
Entergy Nuclear Power Marketing LLC
Entrust Energy East, Inc.
EnvaPower, Inc.
Environmental Defense Fund, Inc.
Epic USA, Inc.
ESI Northeast Energy GP, Inc. Essential
Power, LLC
Essential Power Massachusetts, LLC
Essential Power Newington, LLC
ETC Endure Energy, LLC
Evergreen Wind Power II, LLC
Evergreen Wind Power III, LLC
EverPower Commercial Services LLC
Eversource Energy Transmission
Ventures, Inc.
Everyday Energy, LLC
Exelon Generation Company, LLC
Fairchild Energy, LLC
Fairpoint Energy, LLC
First Point Power, LLC
FirstLight Power Resources
Management, LLC
Fisher Road Solar I LLC
Fitchburg Gas and Electric Light Co.
Food City, Inc.
Footprint Power Salem Harbor
Development

H.Q. Energy Services (U.S.) Inc.
Hammond Belgrade Energy LLC
Hammond Lumber Company
Hampshire Council of Governments
Hancock Wind, LLC
Hanover, NH (Town of)
Harborside Energy of Massachusetts
Harvard Dedicated Energy Limited
High Liner Foods (USA) Incorporated
HIKO Energy, LLC
Hingham Municipal Lighting Plant
Holden Municipal Light Department
Halyoke Gas & Electric Department
Howard Wind LLC
Hudson Energy Services, LLC
Hudson Light and Power Department
Hull Municipal Lighting Plant
Icotec Energy Services, Inc.
IDT Energy, Inc.
Indeck Energy-Alexandria, LLC
Independence Energy Group LLC
Industrial Energy Consumer Group
Industrial Power Services Corporation
Inertia Power III LP
Inspire Energy Holdings, LLC
Interstate Gas Supply, Inc.
Invenergy Energy Management LLC
Ipswich Municipal Light Department
J. Aron & Company, LLC
J.F. Gray & Associates, LLC
Jericho Power LLC
Just Energy (U.S.) Corp.
Kendall Green Energy LLC
Kimberly-Clark Corporation
King Forest Industries, Inc.
Kleen Energy Systems, LLC
Liberty Power Delaware LLC
Liberty Power Holdings, LLC
Liberty Utilites (Granite State Electric)
LifeEnergy, LLC
Linde Energy Services, Inc.
Littleton (MA) Electric Light Dept
Littleton (NH) Water and Light Dept
Long Island Lighting Co. d/b/a LIPA
Longreach Energy, LLC
Longwood Medical Energy
Collaborative, Inc.
Lotus Danbury LMS100 One, LLC
Lotus Danbury LMS100 Two, LLC
MA Operating Holdings, LLC
Macquarie Energy, LLC
Madison Electric Works
MAG Energy Solutions, Inc.
Maine Power LLC
Maine Public Advocate Office
Maine Skiing, Inc.
Major Energy Electric Services
Manchester Methane, LLC
Mansfield Municipal Electric Dept
Maple Energy LLC
Marble River, LLC
Marblehead Municipal Light Dept
Mass Solar 1, LLC
Mass. Office of the Attorney General
Mass. Bay Transportation Authority
Mass. Development Finance Agency
Mass. Electric Company
Mass. Gas and Electric, Inc.
Mass. Municipal Wholesale Electric Co.
Mass. Port Authority
MATEP LLC
McGill St-Laurent Inc.
Mega Energy Holdings, LLC
Mercuria Energy America, Inc.
Merrill Lynch Commodities, Inc.
MerrimaCt Municipal Light Department
Messalonskee Stream Hydro, LLC
Mid-Maine Waste Action Corporation
Middleborough Gas and Electric Dept
Middleton Municipal Electric Dept
Middletown Power LLC

Nalcor Energy Marketing
Narragansett Electric Company
National Gas & Electric, LLC
Natural Resources Defense Council
NEPM II, LLC
New Brunswick Energy Mktg. Corp.
New England Confectionery Co. Inc.
New England Energy Connection, LLC
New England Power Company
New England Wire Technologies Corp.
New Hampshire Electric Coop., Inc.
New Hampshire Industries, Inc.
NH Office of Consumer Advocate
New Hampshire Transmission, LLC
New York State Electric & Gas, Inc.
NextEra Energy Marketing, LLC
NextEra Energy Maine, Inc.
NextEra Energy Resources, LLC
NextEra Energy Seabrook LLC
Niagara Wind Power, LLC
Noble Americas Gas & Power Corp.
Noble Environmental Power, LLC
Nordic Energy Services, LLC
North American Power and Gas, LLC
North Attleborough Electric Dept
Northern States Power Company
Norwalk Power LLC
Norwood Municipal Light Department
NRG Canal LLC
NRG Curtailment Solutions, Inc.
NRG Power Marketing, LLC
NSTAR Electric Company d/a/a
Eversource Energy
NTE Connecticut, LLC
Number Nine Wind Farm LLC
Oasis Power, LLC d/b/a Oasis Energy
Ohmconnect, Inc.
Ontario Power Gen. Energy Trading
Ontario Power Generation Inc.
Orbit Energy Rhode Island, LLC
Pacific Summit Energy, LLC
Palmo Power CT, LLC
Palmo Power MA, LLC
Pascoag Utility District
Patriot Partnership LLC
Pawtucket Power Holding Company
Paxton Municipal Light Department
Peabody Municipal Light Plant
Peninsula Power, LLC
Pennee Energy, LLC
Pioneer Hydro Electric Co., Inc.
Plainfield Renewable Energy, LLC
Plant-E Corp.
Plymouth Rock Energy, LLC
PNE Energy Supply LLC
Power Bidding Strategies, LLC
Power Supply Services, LLC
PowerOptions, Inc.
Praxair, Inc.
Princeton Municipal Light Department
Provider Power Mass, LLC
PSEG Energy Resources & Trade LLC
PSEG New Haven LLC
Public Power, LLC
Public Service Co. of New Hampshire
d/a/a Eversource Energy
Putnam Hydropower, Inc.
Rainbow Energy Marketing Corp.
RBC Energy Services LP
Reading Municipal Light Plant
Record Hill Wind LLC
ReEnergy Stratton LLC
Reliant Energy Northeast LLC
Renaissance Power & Gas, Inc.
Rensselaer Generating, LLC
REP Energy LLC
Rescol Energy North American Corp.
Residents Energy, LLC
Rhode Island Engine Genco, LLC
Rhode Island State Energy Center, LP
Rinar Power LLC

Saint Anselm College
Saracen Energy East LLC
Saracen Power LLC
Seneca Energy II, LLC
SFE Energy Connecticut LLC
SFE Energy Massachusetts LLC
Shell Energy North America (US) L.P.
Shiplay Choice, LLC
d/b/a Shiplay Energy
Shipyards Brewing Co., LLC
Shipyards Energy LLC
Shrewsbury Electric & Cable Operations
SmartEnergy Holdings LLC
Solera Energy, LLC
Somerset Power LLC
South Hadley Electric Light Department
South Jersey Energy Company
South Jersey Energy ISO1, LLC
South Jersey Energy ISO3, LLC
Spark Energy, LLC
Springfield Power LLC
Spruce Mountain Wind, LLC
SRECTrade, Inc.
Starlon Energy, Inc.
Sterling Municipal Electric Light Dept
Stetson Holdings, LLC
Stetson Wind II, LLC
Stored Solar J&WE, LLC
Stowe Electric Department
Sunwave USA Holdings, Inc.
Sustaining Power Solutions LLC
SWEB Development USA, LLC
Swift River Trading Company LLC
Talen Energy Marketing, LLC
Tangent Energy Solutions, Inc.
Taunton Municipal Lighting Plant
TCPL Power Ltd.
TEC Energy, Inc.
Templeton Municipal Lighting Plant
Tenaska Power Services Co.
Texas Retail Energy, LLC
The Energy Consortium
The Energy Council of Rhode Island
Titan Gas LLC
Torofino Trading, LLC
Town of New Shoreham, Rhode Island
Town Squares Energy, LLC
Trailstone Power, LLC
TransAlta Energy Marketing (U.S.) Inc.
TransCanada Energy Ltd.
TransCanada Power Marketing Ltd.
Twin Eagle Resource Management, LLC
UIL Distributed Resources, LLC
Uncla Energy, LP - Series G
Union Atlantic Electricity, Inc.
Union of Concerned Scientists, Inc.
Uniper Global Commodities North
America LLC
United Illuminating Company
Unitil Energy Systems, Inc.
UNITIL Power Corp.
University of Massachusetts at Amherst
University System of New Hampshire
Utility Expense Reduction LLC
Utility Services, Inc.
VCharge Inc.
VECO Power Trading, LLC
Verde Energy USA, Inc.
Vermont Electric Cooperative
Vermont Electric Power Company, Inc.
Vermont Energy Investment Corp.
Vermont Public Power Supply Authority
Vermont Transco LLC
Vermont Wind
Verso Energy Services, LLC
Viridian Energy, LLC
Viridity Energy, Inc.
Vitol Inc.
Wakefield Municipal Gas and Light Dept
Wallingford, CT, DPU, Electric Division
Wallingford Energy II, LLC

NEPOOL: Current Members

Conn. Jet Power LLC	FPL Energy Mason, LLC.	Millennium Power Partners, LP	Rocky Gorge Corporation	Waterbury Generation LLC
Conn. Light and Power Company d/b/a Eversource Energy	FPL Energy Wyman, LLC	Mint Energy, LLC	Roctop Investments Inc.	Waterside Power, LLC
Conn. Materials Innovations & Recycling Authority	FPL Energy Wyman IV, LLC	Montville Power LLC	Roseton Generating, LLC	Wellesley Municipal Light Plant
Conn. Municipal Electric Energy Coop.	Freeport Commodities, LLC	Moore Company, The	Rowley Municipal Light Plant	West Boylston Municipal Lighting Plant
Conn. Office of Consumer Counsel	Galt Power Inc.	Moore Energy LLC	Royal Bank of Canada	Western Massachusetts Electric Co. d/a/a Eversource Energy
Conn. Transmission Municipal Electric Energy Coop.	Garland Manufacturing Company	Morgan Stanley Capital Group, Inc.	Rubicon NYP Corp.	Westfield Gas & Electric Light Dep't
Conservation Law Foundation	Garland Power Company	MPOWER Energy LLC	Russell Municipal Light Department	Wheelabrator Bridgeport, LP
Consolidated Edison Co. of NY, Inc.	Gas Recovery Systems, LLC			Wheelabrator North Andover, Inc.
Consolidated Edison Development, Inc.	GBE Power Inc.			WM Renewable Energy, LLC
Consolidated Edison Energy, Inc.	GenBright, LLC			Wolfeboro Municipal Electric Department
Consolidated Edison Solutions, Inc.	GenConn Energy LLC			Wolverine Holdings, L.P.
Constellation Energy Power Choice, LLC	GenOn Energy Management, LLC			XOOM Energy LLC
Constellation Energy Services, Inc.	Georges River Energy, LLC			Yes Energy, LLC
Constellation NewEnergy, Inc.	Georgetown Municipal Light Dept			Z-TECH, LLC
Convergent Energy and Power LLC	Goose River Hydro, Inc.			
Covanta Energy Marketing, LLC	Granite Reliable Power, LLC			
Covanta Haverhill Associates, LP	Gravity Renewables Inc.			
Covanta Projects of Wallingford, LP	Great Bay Power Marketing, Inc.			
CPV Towantic, LLC	Great River Hydro, LLC			
Cricket Valley Energy Center, LLC	Green Berkshires, Inc.			
Cross-Sound Cable Company, LLC	Green Development, LLC d/b/a Wind Energy Development, LLC			
Cumulus Master Fund	Green Mountain Energy Company			
CWP Energy inc.	Green Mountain Power			
	Green Power USA, LLC			
	GridAmerica Holdings Inc.			
	Groton Electric Light Department			
	Groveland Electric Light Department			

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EXHIBIT F

NH Disclosure of Aggregator's List

Mint Energy, LLC-Disclosure of Aggregators

AGGREGATOR	LICENSE NO.	# OF NH CUSTOMERS
Broker Online Exchange LLC	DM 14-202	4
Diversegy- LLC	DM 16-247	1
Energy Auction House	DM 15-498	5
Energy Professionals, LLC	DM 12-217	11
MSI Utilities Inc	DM 12-368	5
Navigate Power, LLC	DM 16-860	2
Patriot Energy Group	DM 11-042	95
USource	DM 10-328	2

Mint Energy, LLC-Disclosure of Aggregators
REDACTED COPY

AGGREGATOR	LICENSE NO.	# OF NH CUSTOMERS
[REDACTED]	[REDACTED]	[REDACTED]

EXHIBIT G

Amended Letter of Credit



Mizuho Bank, Ltd.
New York Branch
1251 Avenue of the Americas
New York, NY 10020-1104
Tel (212) 282-3000 Fax (212) 282-4250

Date: 08/09/2017

To Beneficiary:

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

For Internal Identification Purposes Only:
**Applicant: Sumitomo Corporation of
America on behalf of Mint Energy, LLC**

**AMENDMENT NO. 02 TO IRREVOCABLE STANDBYLETTER OF CREDIT NO.005665572
DATED APRIL 17, 2014**

Ladies and Gentlemen:

This Amendment is to be considered an integral part of the above Letter of Credit and must be attached thereto.

We hereby amend the above mentioned Letter of Credit as follows:

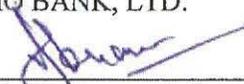
- 1) The letter of credit expiry date is extended to October 31, 2018.
- 2) The Letter of credit amount is increased by US\$250,000.00 making a new total of US\$350,000.00

All other terms and conditions of the Letter of Credit remain unchanged.

If you require any assistance or have any questions regarding this Amendment, please call 201-626-9537.

Very truly yours,

MIZUHO BANK, LTD.

By: 
Name: Arun Kumar Yadav
Title: Vice President