



1 Rounder Way, Suite 220, Burlington, MA 01803  
(877) 611.MINT

DM17-130  
info@mintenergy.net  
www.mintenergy.net

NHPUC 12SEP'17AM10:36

September 8, 2017

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

**RE: Docket No. DM 17-130**  
**Mint Energy, LLC – 2017 Competitive Electric Supplier Renewal Application**

Dear Director Howland,

Per the New Hampshire Code of Administrative Rules Part Puc 2003.02, and at the request of PUC Staff, enclosed please find the following revised documents:

- 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'**

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

Please feel free to contact me directly at (781) 404-5883 or by email at [tom.moore@mintenergy.net](mailto:tom.moore@mintenergy.net) with questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "TAM", written over a faint background watermark of a leaf.

Thomas A. Moore  
Counsel

EXHIBIT B

Sample New Hampshire Bill Form



**Customer:** [REDACTED]  
**Account Number:** [REDACTED]  
**Billing Date:** Aug 24, 2017  
**Due Date:** Sep 18, 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](mailto:custserv@mintenergy.net)  
 Web: [www.mintenergy.net](http://www.mintenergy.net)

**Your Utility Contact Information:**

<b>Utility</b>	<b>Service Interruption/Emergency</b>	<b>Non-Emergencies</b>
Eversource - PSNH	1-866-554-6025	1-866-554-6025
<b>Consumer Services Division</b>		
Public Utilities Commission (PUC)	1-800-852-3793	

**Account Summary Information**

Previous Balance	\$532.94
Payments Received	<u>(\$532.94)</u>
Balance Forward	\$0.00
Total Current Charges	<u>\$306.97</u>
<b>Total Amount Due</b>	<b>\$306.97</b>



Your Energy Broker is Patriot Energy  
 Tel: 800-343-4410  
 Email: [Solutions@PatriotEnergyGroup.com](mailto:Solutions@PatriotEnergyGroup.com)  
 Web: [www.PatriotEnergyGroup.com](http://www.PatriotEnergyGroup.com)



One Rounder Way, Suite 220  
 Burlington, MA 01803

**Account Number:** [REDACTED]  
**Billing Date:** Aug 24, 2017  
**Due Date:** Sep 18, 2017  
**Current Charges:** \$306.97  
**Total Amount Due:** \$306.97

**Amount Enclosed:** \$



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





**Customer:** [REDACTED]  
**Account Number:** [REDACTED]  
**Billing Date:** Aug 24, 2017  
**Due Date:** Sep 18, 2017

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

**Monthly Usage History**



Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult Days	Usage
[REDACTED]	07/14/17 - 08/15/17	N	kWh			32	3360.000
<b>Current Charges</b>							
Energy Charge (3,360 kWh x \$0.091361)							\$306.97
<b>Current Charges</b>							<b>\$306.97</b>

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.



**Customer:** [REDACTED]  
**Account Number:** [REDACTED]  
**Billing Date:** Aug 24, 2017  
**Due Date:** Sep 18, 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](mailto:custserv@mintenergy.net)  
 Web: [www.mintenergy.net](http://www.mintenergy.net)

**Your Utility Contact Information:**

<b>Utility</b>	<b>Service Interruption/Emergency</b>	<b>Non-Emergencies</b>
Eversource - PSNH	1-866-554-6025	1-866-554-6025
<b>Consumer Services Division</b>		
Public Utilities Commission (PUC)	1-800-852-3793	

**Account Summary Information**

Previous Balance	\$18.95
Payments Received	<u>(\$18.95)</u>
Balance Forward	\$0.00
Total Current Charges	<u>\$6.29</u>
<b>Total Amount Due</b>	<b>\$6.29</b>



One Rounder Way, Suite 220  
 Burlington, MA 01803

**Account Number:** [REDACTED]  
**Billing Date:** Aug 24, 2017  
**Due Date:** Sep 18, 2017  
**Current Charges:** \$6.29  
**Total Amount Due:** \$6.29

**Amount Enclosed:** \$

[REDACTED]

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

[REDACTED]



**Customer:** [REDACTED]  
**Account Number:** [REDACTED]  
**Billing Date:** Aug 24, 2017  
**Due Date:** Sep 18, 2017

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

**Monthly Usage History**



Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult Days	Usage
[REDACTED]	07/04/17 - 08/03/17	N	kWh			31	80.000

**Current Charges**

Energy Lock Charge (80 x \$0.078630 per kWh)	\$6.29
<b>Current Charges</b>	<b>\$6.29</b>

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.



**Customer:** [REDACTED]  
**Account Number:** [REDACTED]  
**Billing Date:** Aug 31, 2017  
**Due Date:** Sep 25, 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](mailto:custserv@mintenergy.net)  
 Web: [www.mintenergy.net](http://www.mintenergy.net)

**Your Utility Contact Information:**

<b>Utility</b>	<b>Service Interruption/Emergency</b>	<b>Non-Emergencies</b>
Eversource - PSNH	1-866-554-6025	1-866-554-6025
<b>Consumer Services Division</b>		
Public Utilities Commission (PUC)	1-800-852-3793	

**Account Summary Information**

Previous Balance	\$402.65
Payments Received	<u>\$0.00</u>
Balance Forward	\$402.65
Total Current Charges	<u>(\$1.74)</u>
<b>Total Amount Due</b>	<b>\$400.91</b>



Your Energy Broker is Patriot Energy  
 Tel: 800-343-4410  
 Email: [Solutions@PatriotEnergyGroup.com](mailto:Solutions@PatriotEnergyGroup.com)  
 Web: [www.PatriotEnergyGroup.com](http://www.PatriotEnergyGroup.com)



One Rounder Way, Suite 220  
 Burlington, MA 01803

**Account Number:** [REDACTED]  
**Billing Date:** Aug 31, 2017  
**Due Date:** Sep 25, 2017  
**Current Charges:** (\$1.74)  
**Total Amount Due:** \$400.91

**Amount Enclosed:** \$



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





**Customer:** [REDACTED]  
**Account Number:** [REDACTED]  
**Billing Date:** Aug 31, 2017  
**Due Date:** Sep 25, 2017

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

**Monthly Usage History**



Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult Days	Usage
[REDACTED]	07/07/17 - 08/08/17	N	kWh			32	-4546.000
[REDACTED]	07/07/17 - 07/18/17	N	kWh			33	1540.000
[REDACTED]	07/18/17 - 08/08/17	N	kWh			33	2940.000

**Current Charges**

Variable LMP Energy Charge (4,480 x \$0.037088 per kWh)	\$166.15
<b>Capacity Charges</b>	<b>\$146.34</b>
Service Fee (4,480 x \$0.012500 per kWh)	\$56.00
<b>Ancillary Services (4,480 x \$0.002630 per kWh)</b>	<b>\$11.78</b>
Renewable Energy Requirement (4,480 x \$0.004607 per kWh)	\$20.64
<b>Canceled Variable LMP Energy Charge (-4,546 x \$0.037087 per kWh)</b>	<b>(\$168.60)</b>
<b>Canceled Capacity Charges</b>	<b>(\$146.69)</b>
<b>Canceled Service Fee (-4,546 x \$0.012500 per kWh)</b>	<b>(\$56.83)</b>
<b>Canceled Ancillary Services (-4,546 x \$0.002109 per kWh)</b>	<b>(\$9.59)</b>
<b>Canceled Renewable Energy Requirement (-4,546 x \$0.004607 per kWh)</b>	<b>(\$20.94)</b>
<b>Current Charges</b>	<b>(\$1.74)</b>

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 31, 2017  
**Due Date:** Sep 25, 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](mailto:custserv@mintenergy.net)  
 Web: [www.mintenergy.net](http://www.mintenergy.net)

**Your Utility Contact Information:**

<b>Utility</b>	<b>Service Interruption/Emergency</b>	<b>Non-Emergencies</b>
Eversource - PSNH	1-866-554-6025	1-866-554-6025

**Consumer Services Division**

Public Utilities Commission (PUC) 1-800-852-3793

**Account Summary Information**

Previous Balance	\$402.65
Payments Received	<u>\$0.00</u>
Balance Forward	\$402.65
Total Current Charges	<u>(\$1.74)</u>
<b>Total Amount Due</b>	<b>\$400.91</b>



Your Energy Broker is Patriot Energy  
 Tel: 800-343-4410  
 Email: [Solutions@PatriotEnergyGroup.com](mailto:Solutions@PatriotEnergyGroup.com)  
 Web: [www.PatriotEnergyGroup.com](http://www.PatriotEnergyGroup.com)



One Rounder Way, Suite 220  
 Burlington, MA 01803

**Account Number:** [REDACTED]  
**Billing Date:** Aug 31, 2017  
**Due Date:** Sep 25, 2017  
**Current Charges:** (\$1.74)  
**Total Amount Due:** \$400.91

**Amount Enclosed:** \$



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





Customer: [REDACTED]  
 Account Number: [REDACTED]  
 Billing Date: Aug 31, 2017  
 Due Date: Sep 25, 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]	07/07/17 - 08/08/17	N	kWh			32	-4546 000
[REDACTED]	07/07/17 - 07/18/17	N	kWh			33	1540 000
[REDACTED]	07/18/17 - 08/08/17	N	kWh			33	2940 000

Current Charges

Variable LMP Energy Charge (4,480 x \$0.037088 per kWh)	\$166.15
<b>Capacity Charges</b>	<b>\$146.34</b>
Service Fee (4,480 x \$0.012500 per kWh)	\$56.00
<b>Ancillary Services (4,480 x \$0.002630 per kWh)</b>	<b>\$11.78</b>
Renewable Energy Requirement (4,480 x \$0.004607 per kWh)	\$20.64
<b>Canceled Variable LMP Energy Charge (-4,546 x \$0.037087 per kWh)</b>	<b>(\$168.60)</b>
Canceled Capacity Charges	(\$146.69)
<b>Canceled Service Fee (-4,546 x \$0.012500 per kWh)</b>	<b>(\$56.83)</b>
Canceled Ancillary Services (-4,546 x \$0.002109 per kWh)	(\$9.59)
<b>Canceled Renewable Energy Requirement (-4,546 x \$0.004607 per kWh)</b>	<b>(\$20.94)</b>
<b>Current Charges</b>	<b>(\$1.74)</b>

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—Terms of Service

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



## COMMERCIAL CUSTOMER INFORMATION

Customer:  LDC Account No: *See attached Addendum A*  
Fed Tax ID:  Mint Pool Identifier:   Tax Exempt/Spec. Stat. (doc. req.)  
Contract ID:  Created On:  Pricing Valid Thru:   
Initial Term of Service:  Intended Start Month/Year\*:

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

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

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

## CUSTOMER CONTACT

Name:  Street Address:   
City, State, Zip:   
Phone:  Fax:  Email:

## BILLING CONTACT (REQUIRED)

Name:  Street Address:   
City, State, Zip:   
Phone:  Fax:  Email:

## MINT ENERGY CONTACT

Name: Mint Energy, LLC  
Street Address: One Rounder Way, Suite 220  
City, State, Zip: Burlington, MA 01803  
Phone: (877) 611-6468  
Fax: (888) 701-2520  
Email: [custserv@mintenergy.net](mailto:custserv@mintenergy.net)

## CUSTOMER PAYMENTS

**For payment by check, please send to:**  
Mint Energy, LLC  
Department 1510  
P.O. Box 4110  
Woburn, MA 01888-4110

## CUSTOMER SIGNATURE

Customer:   
Signature:   
Print Name:   
Title:   
Date:

## BACK OFFICE USE ONLY

Mint Energy, LLC  
Signature:   
Print Name:   
Title: *Authorized Signatory*  
Date:

### Definitions of Terms used in This Agreement:

- a. **"CEPS"** refers to a **"Competitive Electric Power Supplier"** as defined in Puc 2002.4
- b. The **"Day Ahead Locational Marginal Price"** or **"Day-Ahead LMP"** is an hourly price that is determined on ISO-New England's Day-Ahead Energy Market, which lets suppliers, such as Mint Energy, buy or sell wholesale electricity one day before the current day, to help avoid price volatility. Day-Ahead prices for the New Hampshire Load Zone may be found at:  
<http://www.iso-ne.com/isoexpress/web/reports/pricing/-/tree/lmps-da-hourly>
- c. **"ESA"** refers to this Agreement, the Mint Energy Electricity Supply Agreement
- d. **"Interval Data Customer"** is a customer whose electric meter provides not only information on how much electricity is used, but also how much is used in a particular span of time, usually on an hour-by-hour basis
- e. **"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"**).
- f. **"kWh"** or kilowatt-hour is a unit of measurement of electricity used.
- g. **"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.
- h. **"Load Profile"** refers to Measurements of a customer's electricity usage over a period of time which shows how much and when a customer (or a class of customers) uses electricity. Load profiles can be used by suppliers and transmission system operators to forecast electricity supply requirements and to determine the cost of serving a customer.
- i. **"Load Zone"** refers to a defined area within the operational area of the ISO. For purposes of this agreement, the relevant load zone is the State of New Hampshire.
- j. **"NEPOOL"** refers to the New England Power Pool, a voluntary association of power producers, LDCs, and other power market participants operating and transacting business in the 6 New England states. Many of NEPOOL's grid management functions are now overseen by ISO-New England.
- k. **"Real Time Locational Marginal Price"** or **"Real Time LMP"** refers to the hourly price that is determined on ISO-New England's Real Time Energy Market, which lets suppliers, such as Mint Energy, buy and sell wholesale electricity on an hourly basis during the current day. The Real Time LMP for the New Hampshire Load Zone may be found at <http://www.iso-ne.com/isoexpress>.
- l. **"RTO"** refers to the Regional Transmission Organization, the entity that manages the electricity transmission grid. For New Hampshire, this entity is ISO-New England.

## Electricity Supply Agreement—Terms of Service

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



- A. Services:** Mint Energy will sell and deliver, or caused to be delivered, and Customer will purchase and receive, or cause to be received, during the term of this ESA, electricity for each metered account listed under Addendum A. This Portfolio Group Product offers a Customer that is referred to Mint Energy by a licensed aggregator the opportunity to aggregate its Transaction Volumes (as defined below) with those of other Mint Energy customers in order to enter into a fixed price transaction for a portion or all of its actual volumes, while any remaining electricity usage will be billed in a variable index-based price. From time to time, the Parties may execute one or more Addendum B/Addenda B. In such an Addendum B, the Parties will identify and/or describe electricity load that will be aggregated with other Portfolio Group participants in fixed energy price transactions. Such electrical load will be identified by such characteristics as quantity of usage (in kWh), intraday time periods (e.g., peak, off-peak, etc.), shape block, and other factors.
- B. Term:** Mint Energy will determine, (e.g., using scheduled LDC/utility meter reading date), the service start date for each account listed in Addendum A after its receipt of Customer's signed ESA, which will be indicated on Mint Energy's first invoice to Customer, and Customer remains responsible for all charges and fees related to service prior to such service start date. Service will continue until the meter reading date during the last month of the Initial Term specified in this ESA (the "Initial Term"). After the Initial Term expires, this ESA will continue for successive one (1) month Renewal Term(s) on the same rates, terms, and conditions as the Initial Term. Customer has the right at any time to change suppliers or to return to LDC default service, but if Customer changes service before expiration of the applicable contract term, Mint requests Customer give Mint thirty (30) days written notice. If Customer wishes to switch to LDC default service by notifying Mint of contract termination, but provides Mint with less than five (5) business day's contract termination notice before Customer's meter read date, then contract termination and switching to LDC default service will take place on the next scheduled meter read date occurring after such notice in accordance with the terms herein.
- C. Customer Class:** Customer warrants and represents that (1) the aggregate demand of all accounts on Addendum A is less than 100 kW and (2) no account listed on Addendum A is classified as residential under LDC tariffs.
- D. Rescission:** Customer may rescind this Agreement within three (3) business days from the date on which the Agreement is delivered by personal delivery of delivery through electronic means, or, if delivery is by United States postal service, within five (5) business days from the date on which the Agreement is postmarked for delivery.
- E. Description of Portfolio Product:** This Portfolio Group Product ("PGP") is available to a Customer that is referred to Mint Energy by a licensed aggregator. The PGP uses an approach similar to a traditional "block-and-index" rate, but is more flexible to meet the needs of its target customer pool. PGP permits the aggregator to customize the product by pooling the Customer's usage with that of other PGP customers, in order to enter into fixed price transaction for a portion, or "block" of electricity usage. When the aggregator designs a "block," the Customer will have the ability to join it by executing an Addendum B. The price associated with the block of electricity represents the energy-only rate; all adder components and fees will be additional. The blocks can be based on such characteristics as quantity of usage, time of day, or time of year. The remaining electricity usage will be billed using a variable index-based price. If a Customer chooses not to execute an Addendum B and join the "block," their entire electricity usage will be billed using a variable index-based rate. All usage, whether part of the "block"

or not, will be subject to a variable adder for the other non-energy charges (including portfolio fulfillment, capacity, renewables, ancillary, and other charges). In this way, the PGP is similar to a traditional “block-and-index” product or rate, but is more flexible. Specifications for each block, including any fixed rate elements as defined by the aggregator for the particular PGP product, are defined in Addendum B.

F. **Price:** Customer agrees to pay charges in cents per kWh as specified herein for services for all kWhs for the stated Term. Customer is still responsible for paying the LDC delivery charges as well as any other applicable charges. The variable market-based **Total Price** (per kWh) is composed of the **Energy Charge** (per-kWh) and the combination of the variable charges for **Portfolio Fulfillment, Capacity, Renewable Energy Certificates, and Ancillary Services**. 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.

**G. Price Component Definitions:**

1. The **Energy Charge** (unless otherwise provided under any Addendum B, as may be in effect from time to time) shall be calculated in the following manner:
  - a. Identify (and gross up for line losses) all actual usage for all customers in the applicable **Sub-Pool** (i.e., a subset of a particular Portfolio Pool Group that consists of one or more Portfolio participant customers whose accounts are grouped together for Mint Energy billing purposes) for a given billing period.
  - b. Mint Energy will then apply a class specific commercially reasonable load profile to scale such usage to hourly increments and volumes. This scaled usage is the **Scaled Sub-Pool Usage (“SSU”)**.
  - c. Mint Energy will then apply to the SSU (as appropriate) the Real Time or Day-Ahead Locational Marginal Price, or a combination thereof, for the suitable 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), to determine the Energy Charge. Either index may be used for a particular hour, but the price used will never exceed the higher of the two indices.
2. **Portfolio Fulfillment Charge (“PFC”)** consists of Mint Energy’s marketing, regulatory, administrative, billing, risk management, and (if applicable) any fee charged by the aggregator to the Customer (that will be remitted to the aggregator by Mint Energy) associated with competitive electricity supply.
3. **Capacity** is associated with Mint Energy’s obligation to provide capacity, as required by ISO-NE, on a forecasted pro-rata basis, for all customers in the Portfolio. This includes but is not limited to costs imposed upon Mint Energy by ISO-NE and incurred by Mint Energy for managing risks associated with serving the capacity obligation related to with Customer’s load, and other related costs.
4. **Renewable Energy Certificates (“RECs”)** are associated with compliance by Mint Energy with the New Hampshire Renewable Energy Standard, with the cost calculated as: Applicable Alternative Compliance Payment Cost (on a per kWh basis) multiplied by the applicable required percentage of all classes of renewables for Mint Energy’s total New Hampshire load, or other measure,, plus recovery for related functions, to the extent permitted by law or regulation.
5. **Ancillary Services** charges include, but are not limited to, pro-rata forecasted and/or actual charges, for customers in the Portfolio Pool, scheduling and related activities; fees levied by ISO-NE on Mint Energy, such as: NCPC, Regulation Charges, GIS, Locational Forward Reserve, Real-Time Reserves, Load Response, Administrative; and Mint Energy charges and costs related to managing all of the above listed in this subsection
6. The Total Price does not contain any transmission and delivery or other charges, including, but not limited to, system benefits charge, stranded cost recovery charge, and taxes.

**H. Risk Associated with Variable (Index-Based) Rates:** Electricity prices may be subject to substantial

volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather, and other factors. Past results regarding particular electricity products are not necessarily an indication of future results. Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-NE market rules.

- I. **Billing and Payment Methods:** Customer consents to be billed monthly for services provided hereunder via the Dual Billing Method, under which Customer will receive two invoices, one from Mint Energy for Mint Energy's electric supply charge, and one from the LDC for its delivery charges, each with applicable taxes. Under the Dual Billing Method, payments for Mint Energy's electric supply charge will be made directly to Mint Energy. The Total Price will be billed on a per-kWh basis, but will not include line items for the PFC, the components of the PFC, or the Energy Charge. Full payment due must be received by Mint Energy during normal business hours (i.e., by 5 p.m.) within twenty five (25) calendar days from the date upon the invoice ("Payment Date"). Should such date fall on a weekend or nationally recognized holiday, such payment will be due on the next business day. If full payment is not received by the Payment Date, it will be considered late, may be reported to a credit agency, and will subject Customer to default, termination, and other relevant ESA provisions. Late and partial payment balances will be subject to charges calculated and accrued on a daily basis at the annual interest rate of ten (10) percent. In addition, Customer will reimburse Mint Energy for any fees we incur related to late payments or insufficient credit, or collecting Customer's outstanding invoices, including reasonable attorney's fees. Moreover, returned checks or other dishonored payments will result in the application of a \$35.00 insufficient funds fee. Before this Agreement terminates, Customer agrees to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by the Customer during the term of this ESA and were not previously billed.
1. **Billing Method:** Mint Energy will bill according to the Dual Billing Method, but reserves the right, after notice to Customer, to bill through Customer's LDC via a Consolidated Bill.
  2. **Violation of Credit or Payment Terms:** In the event Customer violates credit or payment terms of this ESA and is in default, in addition to, or instead of the remedies listed herein, Customer agrees that Mint Energy may require the Customer to select an alternative billing arrangement, such as advance payment, as a condition to continue supply.
- J. **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.
- K. **Customer Service:** Contact Mint Energy toll free at (877) 611-6468 or by mail at 1 Rounder Way, Suite 220, Burlington MA, 01803 Attn: Customer Service, with any questions concerning our service.
- L. **Utility Contact Information:** In the event of an electric-related emergency such as a power outage and/or equipment service needs, Customer agrees to call the LDC at its emergency phone number: Eversource: 1-800-662-7764. NH Electric Coop.: 1-800-698-2007. Liberty Utilities: 1-800-375-7413.
- M. **Bill Assistance and Do Not Call:** Customers may be included on a Do Not Call list by registering with the Federal Trade Commission at [www.donotcall.gov](http://www.donotcall.gov) or by telephone at 866-382-1222. Additional Information regarding consumer protection rights may also be obtained from the Consumer Services Division of the New Hampshire Public Utilities Commission at 800-852-3793.

- N. Credit Requirements:** Mint Energy reserves the right to request a credit history on an applicant for service prior to offering or at any time during the term of this ESA. Mint Energy reserves the right to refuse service to any entity that does not meet Mint Energy's minimum credit requirements. If Mint Energy determines, before offering service or at any time during the term of this ESA that Customer's credit is or becomes unsatisfactory, Mint Energy may require, upon written request, and Customer will provide, a security deposit in an amount determined by Mint Energy in a commercially reasonable manner, and compliant with all applicable rules and regulations. Should Customer not provide such security deposit, Customer will be in material default. Interest for Customer's security deposit will be based on the Prime Lending Rate, published in the Wall Street Journal on the first business day of every month. Interest shall accrue between the time of Customer's initial deposit and Customer's termination with Mint Energy.
- O. Information Disclosure and Material Change of Use:** By executing this ESA, Customer authorizes Mint Energy to obtain, and its LDC to release to Mint Energy for purposes related to account establishment, any Customer account information, including historical usage information, interval data, account number, and payment history. Customer further authorizes Mint Energy to release confidential and other information to Customer's LDC necessary to enroll Customer. Customer also agrees to notify Mint Energy promptly whenever Customer has knowledge its kilowatt demand or kWh usage will deviate in a material fashion from historical usage patterns, and provide estimates of related deviations.
- P. Termination of Agreement by Customer/Early Termination Fee:** Customer may terminate this ESA, in whole or with respect to any single account included, in order to change to another CEPS, default service, or for any other reason. Should Customer choose to do so, Mint requests that Customer give Mint thirty days 30 days prior written notice (e.g., contracts@mintenergy.net).
- a. However, if such termination occurs prior to the expiration of a Term Customer agrees to pay to Mint Energy upon demand, an **Early Termination Fee ("ETF")** consisting of the sum of the following:
- i. any outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA and any Addenda before the date such termination becomes effective, including late fees for any overdue payments;
  - ii. the liquidated amount of: \$0.01 multiplied by the number of kWhs remaining in the Term, based on Customer's historical kWh consumption, multiplied by the number of months remaining in the Term; and
  - iii. any **Transaction Early Termination Fee** provided for in a then-effective Addendum B (which only applies to any **Transaction Volumes**, as defined in such Addendum B).
- b. Both Parties agree that the Early Termination Fee defined above is a reasonable approximation of harm or loss, not a penalty or punitive in any respect, and neither an exclusive remedy for Mint Energy, or cap on liquidated damages.
- Q. Termination of ESA by Mint Energy/Customer Default:** Mint Energy reserves the right to terminate this ESA without damages or liability to Mint Energy of any kind, and may place the Customer back on default LDC service: (i) immediately, if Customer fails to make timely payment of all amounts due Mint Energy on the due date. Failure to make timely payment will specifically include when payment is declined by Customer's financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read Customer's meter for two (2) consecutive months due to circumstances controlled by the Customer; (iii) if the Customer fails to post a security deposit under the

provisions of the Credit Requirements section herein within ten (10) days of a written request for deposit; (iv) if any information, representation, or warranty Customer made in this ESA proves to have been false or misleading in any material respect, or ceases to remain true during the Term, and within five (5) business days of such ceasing, if Customer does not provide written notice to Mint Energy about such ceasing; (v) if Customer files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or has such a petition filed against it; (vi) absent written agreement to the contrary and Mint Energy's consent, if Mint Energy ceases to be the sole supplier of electricity for the locations listed in Addendum A, including but not limited to on-site generation of any kind by Customer, without Mint Energy's consent; (vii) Excluding (i) through (vi) above, Customer materially defaults on any other obligations under this ESA, provided such default is not remedied within three (3) days of its awareness, or Mint Energy's notice, whichever occurs earliest. In the event service is terminated under this section, Customer will pay the Early Termination Fee, and/or, if applicable, damages incurred by Mint Energy as provided in this Agreement. Mint Energy may not physically cut off electric service to Customer in the event of termination of this ESA. Physical cut-off of electric service will be controlled solely by the LDC under its current termination rules.

- R. Force Majeure:** Except for Customer's obligation to make payments when due, neither Party will be liable to the other for any delay or failure to perform its obligations under this ESA caused by occurrences not caused by such Party. Such occurrences include but are not limited to an act of God or public enemy, storm, earthquake, other natural forces, war, riot, explosion, public disturbance, labor action, non-performance of the LDC or ISO/RTO, or unavailability of transmission facilities. The affected Party or Parties will be excused from such performance and any further performance required under this ESA for whatever period is reasonably necessary to alleviate the effects of the Force Majeure. Force Majeure specifically excludes, inter alia: (a) a sale, shut-down, or relocation of Customer facilities; and (b) any economic loss of Customer's (e.g., Customer's loss of its own product/service markets or supply chains, or any Customer losses dependent on an energy market).
- S. 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. Mint Energy will provide Customer with reasonable advance notice, when possible, of such changes. 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.
- T. Limits on Warranty and Damages:** Customer understands and agrees that there are no warranties expressed, implied, or statutory associated with this offer or the electricity service sold hereunder. Mint Energy will bear no liability to Customer or any third party for consequential, punitive, incidental, special or other indirect damages.
- U. Governing Law:** This ESA, including any arbitration decision, is governed by 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.

- V. Dispute Resolution:** Unless otherwise prohibited by law or specified below, any dispute arising hereunder or relating hereto shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA"). Such arbitration shall involve a single arbitrator (mutually selected by the Parties, or in the absence of agreement, appointed by the AAA), and shall take place in Concord, New Hampshire, or as otherwise mutually agreed. The arbitration decision shall be binding upon the Parties and judgment upon the award may be entered in any court having jurisdiction over the Party against which enforcement is sought. The cost of the arbitration shall be divided equally between the Parties. However, nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any arbitration proceedings and information disclosed in such proceedings shall be confidential. The Parties agree that Customer must notify Mint Energy of any billing dispute in writing within twelve (12) months of the bill date, or it will be waived. Customer may contact the New Hampshire Public Utilities Commission Consumer Services Division at 1-800-852-3793 if they have questions about their rights and responsibilities. Mint Energy, LLC is registered as a Competitive Electric Power Supplier with the New Hampshire Public Utilities Commission in Docket No. DM-15-070.
- W. Confidentiality:** Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders or members as may be reasonable necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. Mint Energy will not release any Customer confidential information without obtaining prior written authorization of the Customer unless required by law. For the purposes of this section, Customer's Confidential Information shall include, but not be limited to: Customer name, address, email address, telephone number, and individual customer payment information. In the event of a dispute about the release of confidential information, including whether the information is or should be confidential, a CEPS, Aggregator or Customer may file a complaint with the Commission for resolution.
- X. Assignment:** Mint Energy may assign its rights and obligations under this Agreement to a third party without Customer 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 to the Customer, at least 14 days prior to the effective date of such change, conspicuous written notice that includes: 1) that Mint shall discontinue providing services to the customer; 2) that unless customer selects an alternate CEPS or returns to default service, the customer will be assigned to the proposed transferee or purchaser; 3) the date that Mint will discontinue providing services to the customer; 4) that the change of CEPS shall be without charge to the customer; 5) A clear statement: a) Of any difference between Mint'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'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 the customer does not select an alternate CEPS within the prescribed time period; and 7) the time period within which the customer shall make a selection of any alternative CEPS or be returned to default service, if different than the date Mint will cease to provide service to the affected customer.

Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Mint Energy. Mint Energy may deny such assignment based on the creditworthiness of the assignee. Moreover, Customer agrees that it will not sell all or substantially all of its assets without the express prior written consent of Mint Energy. This Agreement will be binding

upon and will inure to the benefit of both Parties, and their respective heirs, representatives, and successors, except as otherwise limited herein.

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

# Electricity Supply Agreement – Addendum B

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



## COMMERCIAL CUSTOMER INFORMATION

Customer:	<input type="text"/>	Pool ID:	<input type="text"/>
Created On:	<input type="text"/>	Valid Thru:	<input type="text"/>
		Contract ID:	<input type="text"/>
Transaction Start Date:	<input type="text"/>	Transaction End Date:	<input type="text"/>

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.<sup>a</sup>
- 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

<sup>a</sup> [http://www.nerc.com/comm/OC/RS%20Agendas%20Highlights%20and%20Minutes%20DL/Additional Off-peak Days.pdf](http://www.nerc.com/comm/OC/RS%20Agendas%20Highlights%20and%20Minutes%20DL/Additional%20Off-peak%20Days.pdf)

## Electricity Supply Agreement – Addendum B

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

Transaction End Date.

- j. "Transaction Rate" refers to the rate element applied to the Transaction Volume of each Customer in a particular Sub-Pool. **The Transaction Rate is an energy-only rate element and does not include the Retail Adder or charges for any usage greater than the Transaction Volume.**

### 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:

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

## Electricity Supply Agreement – Addendum B

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

- 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 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) <sup>b</sup>	% Historic Use <sup>c</sup>	Please check one—or fill in “Other”			
		ATC <sup>d</sup> e	Peak d,e	Off- Peak <sup>d,e</sup>	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.

CUSTOMER SIGNATURE	BACK OFFICE USE ONLY
Customer: <input type="text"/>	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: <i>Authorized Signatory</i>
Date: <input type="text"/>	Date: <input type="text"/>

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

<sup>c</sup> 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.

<sup>d</sup> 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.

<sup>e</sup> 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*

Fed Tax ID:  Duns:   Tax Exempt/Spec. Stat. (doc. req.)

Contract ID:  Created:  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

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:

## BILLING CONTACT (REQUIRED)

Name:  Street Address:

City, State, Zip:

Phone:  Fax:  Email:

MINT ENERGY CONTACT	CUSTOMER PAYMENTS
---------------------	-------------------

<p><b>Name:</b> Mint Energy, LLC</p> <p><b>Street Address:</b> One Rounder Way, Suite 220</p> <p><b>City, State, Zip:</b> Burlington, MA 01803</p> <p><b>Phone:</b> (877) 611-6468 <b>Fax:</b> (888) 701-2520</p> <p><b>Email:</b> custserv@mintenergy.net</p>	<p><b><u>For payment by check, please send to:</u></b></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
--------------------	----------------------

<p><b>Customer:</b> <input type="text"/></p> <p><b>Signature:</b> <input type="text"/></p> <p><b>Print Name:</b> <input type="text"/></p> <p><b>Title:</b> <input type="text"/></p> <p><b>Date:</b> <input type="text"/></p>	<p><b>Mint Energy, LLC</b></p> <p><b>Signature:</b> <input type="text"/></p> <p><b>Print Name:</b> <input type="text"/></p> <p><b>Title:</b> <i>Authorized Signatory</i></p> <p><b>Date:</b> <input type="text"/></p>
--	---

## **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](mailto: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](mailto: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 Services 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](http://www.donotcall.gov) or by telephone at 866-382-1222. You may obtain additional Information regarding consumer protection rights from the Consumer Services 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.