

EXHIBIT C-2

Small Commercial Customer Contract Addenda

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

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- 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:
- 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”)**.
 - 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**”).
 - 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**”).
 - Mint Energy will determine, if applicable, the **Sub-Pool Index Charge (“SIC”)**.
 - 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)**.
 - Mint Energy will apply the Hourly Index Rate to the SIU increments and the SIS increments.
 - The **SIC** will be equal to (1) the total of the rated SIU increments **less** (2) the total of the rated SIS increments.
 - 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:
- 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
 - 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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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

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

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.

Electricity Supply Agreement – Addendum B

New Hampshire – Comm. & Ind. (all classes)—Power Select™



| | | |
|--------------------------------------|------------------------------------|---|
| Customer Name: _____ | | |
| Created On: _____ | Valid Thru: _____ | Contract ID: _____ |
| 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

- The terms of this Addendum B apply to both the **Transaction Volumes** (as defined in VI, below) and all other usage of the Customer, but only to the extent referenced herein, and only during the **Transaction Period** (as defined below).
- Capitalized terms in Addendum B will have the same meaning as in the ESA.
- If there is a conflict between terms in this Addendum B and the ESA, this Addendum B will control.

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

- "Around the clock" or "ATC" means all Hours Monday through Sunday.
- "Hour ending" ("HE") means the 60 minute timeframe ending on each hour (in 24-hour format), referred to by the last minute included in that period. For example, the hour ending at 7:00 PM is HE 1900. In this Addendum, all HE refer to Eastern Time.
- "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 an amount (\$/kWh) 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.
- NERC Holidays are those days that are 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:
[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)
- "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.
- "Peak" means Monday through Friday HE 0800 through HE 2300, excluding NERC Holidays.
- "Sub-Period" refers to a portion of the Transaction Period for which different hedging criteria are described in VI, below.
- "Transaction Period" means the period beginning on the Transaction Start Date and ending on the Transaction End Date.

III. Product Description: The Mint Energy Power Select™ product is an enhancement to a traditional index-plus-fixed-adder offering the opportunity to define Transaction Volumes of various "shapes" (e.g., time of day, days of week, peak vs. off-peak) that, for the Transaction Period stated above, will be billed at the Transaction Rate. Mint Energy will bill the remainder of Customer's usage at a market-based index price. Finally, the Fixed RAA will apply to all usage. The length of Transaction Periods may vary from one (1)

month up to forty-eight (48) months in duration. Customer's billing frequency and Billing Method will not change under this Addendum.

IV. Energy Charge Calculation

- a. During the Transaction Period, Section C (in its entirety), Section D (in its entirety) and Section E, paragraph 1 of the ESA will not apply (the other parts of Section E remaining unaffected).
- b. On Customer's bill, the following line items will appear:
 - i. **Fixed Energy Charge** (as defined in paragraph IV.c below);
 - ii. **Variable LMP Energy Charge** (as defined in paragraph IV.d below); and the
 - iii. The **Retail Adder** charge, which consists of the **RAA** (as described in Section F, paragraph 2 of the ESA) multiplied by the Customer's **Total Usage** (as calculated in IV.d.i)
 - iv. any applicable fees, pass-through charges, and taxes
- c. First, calculate the **Fixed Energy Charge**.
 - i. First, identify and put together all of Customer's Transaction Volumes corresponding to the given billing period. This amount is defined as the Customer's "**Transaction Usage**."
 - ii. Multiply the Transaction Usage by the Transaction Rate, to determine the **Fixed Energy Charge**.
- d. Then, calculate the **Variable LMP Energy Charge**.
 - i. Identify (and gross up for line losses) all of Customer's actual hourly kWh usage during a given billing period (the "**Total Usage**").
 1. For **Non-Interval Data Customers**: Mint Energy will apply a commercially reasonable hourly load profile, to scale Customer's Total Usage to hourly increments.
 2. For **Interval Data Customers** (as determined by Mint Energy, in its reasonable discretion, based on historical usage or other information available to Mint Energy at the time of execution of this ESA), Mint Energy may, at its sole option, in lieu of the Customer's actual hourly meter reading from Customer's LDC, apply a suitable, commercially reasonable hourly load profile to scale Customer's Total Usage to hourly increments.
 3. The result is the **Scaled Customer Usage**.
 - ii. Next, find the differences between the Transaction Usage and Scaled Customer Usage. These increments of usage at specific times make up the **Non-Transaction Usage**. Mint Energy will then apply (as appropriate) the Real Time or Day-Ahead Locational Marginal Price, or a combination thereof, for a suitable New Hampshire load zone expressed in \$/MWh and published by ISO-NE for the applicable hour (divided by 1,000 to convert to \$/kWh) to determine the **Variable LMP Energy Charge**.

V. 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. Section K of the ESA will not apply during the Transaction Period. However, following the Transaction Period it will become operative in the same manner as prior to the Transaction Period.
- c. Customer may terminate this Agreement, in whole or with respect to any single account included, by providing thirty (30) days advance written notice to Mint Energy.
- d. However, in the event of such termination, Customer will pay to Mint Energy, as an **Early Termination Fee** ("ETF"), 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 Agreement before the date such termination becomes effective, including late fees for any overdue payments;
 - ii. A **Transaction Early Termination Fee** ("TETF"), calculated as follows:

1. 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
2. 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:

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

- iii. The product of the RAA multiplied by the total number of kWhs that Mint, in its sole discretion, estimates it would have provided to Customer under this Agreement during the period of time remaining in Customer's Initial Term—or any applicable Renewal Term(s)—had both Parties continued to perform as though this Agreement remained continuous and in effect for the entirety of such Term.
- e. Both Parties further acknowledge and agree that the ETF defined herein is a reasonable approximation of harm or loss, not a penalty or punitive in any respect, and neither an exclusive remedy for Mint Energy, nor intended to serve as a cap or other limitation on the amount of liquidated damages Mint Energy may otherwise claim or recover.
- f. Should Customer terminate this Agreement without providing proper notice, Customer will pay Mint Energy an Insufficient Notice Fee equal to the product of two times Customer's average monthly usage (in kWhs) multiplied by Customer's RAA for all account(s) listed in Addendum A.
- g. 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.

[Addendum B Continued on Next Page]

VI. Transaction Volumes Defined:

[illegible]

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

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

[†] 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.

[‡] In ATC, Peak,k or Off-Peak transactions where the Transaction Volumes are stated in this table as a discrete number of kilowatt-hours per period, the Transaction Volume will be equally apportioned among the hours corresponding to the selected transaction.

⁵ 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.