

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



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

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

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

	CUSTOMER CONTACT	BILLING CONTACT (Required)	Mint Energy, LLC CONTACT	CUSTOMER PAYMENTS
NAME:			Mint Energy, LLC	<u>For payment by check, please send to:</u> Mint Energy, LLC Department 1510 P.O. Box 4110 Woburn, MA 01888-4110
ATTN:				
STREET ADDRESS:			One Rounder Way Suite 220	
CITY, STATE, ZIP:			Burlington, MA 01803	
PHONE #:			(877) 611-6468	
FAX #:			(888) 611-6468	
E-MAIL:			contracts@mintenergy.net	
SIGNATURE			<i>For Back Office Use Only</i>	
Customer: Click here to enter text.	<i>Mint Energy, LLC</i>			
Signature:	Signature:			
Print Name:	Print Name:			
Print Title:	Print Title: Contract Administrator			
Date:	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. **"RAA"** or Retail Administrative Adder, as specified on Page 1 of this ESA, is a per-kilowatt-hour amount added to the Energy Price for each kWh used. Components of the RAA are set forth in Section G.2
- l. **"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>.
- m. **"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 - Comm & Ind. (demand less than 100 kW)

- A. Services:** Mint Energy will sell and deliver, or caused to be delivered, and Customer will purchase and receive, or cause to be received, during the term of this Agreement, electricity for each metered account listed under Addendum A.
- B. Term:** Mint Energy will determine, (e.g., using scheduled LDC/utility meter reading date), the service start date for each account listed in Addendum A after its receipt of Customer's signed ESA, which will be indicated on Mint Energy's first invoice to Customer, and Customer remains responsible for all charges and fees related to service prior to such service start date. Service will continue until the meter reading date during the last month of the Initial Term specified in this Agreement (the "Initial Term"). After the Initial Term expires, this Agreement will continue for successive one (1) month Renewal Term(s) on the same rates, terms, and conditions as the Initial Term. 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 and authorization for Mint Energy to enroll Customer within three (3) business days from the date on which the Agreement is delivered to Customer via hand delivery or electronic delivery. If this Agreement is delivered to Customer by the United States Postal Service, customer may rescind within five (5) business days from the postmark date.
- E. Energy Price:** Customer agrees to pay charges in cents per kWh as specified herein for services for all kWhs for the stated Term. Customer is still responsible for paying the LDC delivery charges as well as any other applicable charges. The Energy Price does not contain any transmission and delivery or other charges, including, but not limited to, system benefits charge, stranded cost recovery charge, and taxes. 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.

F. Energy Price Components:

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

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

G. Energy Price Component Description:

1. **Energy Charge** will be either the Real Time or Day-Ahead Locational Marginal Price, or a combination thereof (including energy cost, system congestion costs and transmission and distribution line losses), for the appropriate New Hampshire load zone expressed in \$/MWh and published by ISO for the applicable hour, divided by 1,000 to convert to \$/kWh. Either index may be used for a particular

hour, but the price used will never exceed the higher of the two indices. For purposes of this ESA, Customer's hourly kWh usage will be determined in the following manner.

- a. For **Non-interval Data Customers**: Mint Energy will apply a commercially reasonable load profile, to scale Customer's monthly metered kWh usage to hourly increments.
 - b. For **Interval Data Customers**: Mint Energy may use either, at its sole option, the Customer's actual hourly meter reading from Customer's utility or apply a suitable, commercially reasonable hourly load profile to scale Customer's monthly metered kWh usage to hourly increments.
2. **Retail Administrative Adder** includes Mint Energy's fixed Service Fee and also includes costs for providing Capacity, RECs, and Ancillary Services. The RAA will vary based on price components that include but are not limited to, charges from or paid to ISO-NE and state regulatory agencies. The RAA excludes applicable taxes, which will be billed separately.
- a. **Service Fee** (as specified on page 1) contains marketing, regulatory, administrative, billing, risk management, and other Mint Energy fees, costs, and charges.
 - b. **Capacity Charges** contain costs associated with Mint Energy's obligation to provide capacity, as required by ISO-NE. This includes but is not limited to costs imposed upon Mint Energy by ISO-NE and incurred by Mint for managing risks associated with serving the capacity obligation related to Customer's load, and other related costs.
 - c. **Renewable Energy Certificate Charges ("RECs")** include compliance costs for the New Hampshire Electric Renewable Portfolio Standard, with the cost calculated as: Applicable Alternative Compliance Payment Cost multiplied by the applicable Cumulative Minimum Percentage of New Renewable Generation Attributes, multiplied by Customer's kWh consumption, plus other related costs.
 - d. **Ancillary Charges include**, include, but are not limited to, scheduling and related charges; fees levied by ISO-NE on Mint Energy, such as: NCPC, Regulation Charges, GIS, Locational Forward Reserve, Real-Time Reserves, Load Response, Administrative; and Mint Energy charges and costs related to managing all of the above.
- H. **Risk Associated with Variable (Index-Based) Rate**: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Past results regarding particular electricity products are not necessarily an indication of future results. Electricity supplied directly through the ISO administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including, but not limited to, capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require load forecasting, scheduling, and settlement in accordance with ISO market rules. Although the Service Fee remains constant for the Initial Term, Customer's Energy Price under this ESA may be higher or lower than the utility's price in any given month.
- 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. 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. Before this ESA terminates, Customer agrees to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by the Customer during the term of this ESA and not previously billed.

- 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:** 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.
- 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.
- 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 or by telephone at 866-382-1222. Customer may obtain additional Information regarding consumer protection rights from the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 800-852-3793.
- 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 in Usage:** By executing this ESA, Customer authorizes Mint Energy to obtain, and its LDC to release to Mint Energy for purposes related to account establishment, any Customer account information, including historical usage information, interval data, account number, and payment history. Customer further authorizes Mint Energy to release confidential and other information to Customer's LDC necessary to enroll Customer. Customer will promptly (at least five (5) business days prior to such event or circumstance) advise Mint Energy whenever Customer has reason to believe its kilowatt demand or kWh usage will deviate in a material fashion from historical usage patterns, and provide estimates of related deviations. Customer acknowledges that significant decreases or increases in its usage could negatively impact Customer's contracted rate. If such material change requires Mint Energy to adjust the contracted rate(s), Customer hereby expressly authorizes Mint Energy to do so retroactively to such material change start date and pay such amount due in a timely fashion, and prospectively upon Customer's written (e.g., email) consent for the time remaining for the account term(s). Such consent will be deemed given if Customer does not provide written consent within five (5) business days of written notice from Mint Energy. Alternatively, Mint Energy may terminate this Agreement without penalty, and if it does so, Customer agrees to pay any retroactive charges (as defined above) assessed to it by Mint Energy.

- P. Termination of Agreement by Customer:** Customer may terminate this Agreement, in whole or with respect to any single account included, but should Customer do so, Mint requests thirty (30) days advance written notice (e.g., contracts@mintenergy.net) to Mint Energy. However, in the event of such termination, Customer will still owe to Mint Energy any outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA before the date such termination becomes effective, including late fees for any overdue payments.
- 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 return Customer to default utility service: (i) immediately, if Customer fails to make timely payment of all amounts due Mint Energy on the due date. Failure to make timely payment will specifically include when payment is declined by Customer's financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read Customer's meter for two (2) consecutive months 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, if Customer does not provide written notice to Mint Energy regarding such; (v) if Customer files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or has such a petition filed against it; (vi) absent written agreement to the contrary and Mint Energy's consent, if Mint Energy ceases to be the sole supplier of electricity for the locations listed in Addendum A, including but not limited to on-site generation of any kind by Customer, without Mint Energy's consent; (vii) Excluding (i) through (vi) above, Customer materially defaults on any other obligations under this ESA, provided such default is not remedied within three (3) days of its awareness, or Mint Energy's notice, whichever occurs earliest; or as soon as lawfully allowed thereafter. In the event service is terminated in accordance with this section, Customer will pay any damages or other costs incurred by Mint Energy as provided in this ESA.
- R. Force Majeure:** Except for Customer's obligation to make payments when due, a Party will not be liable to the other for any delay or failure to perform its obligations under this ESA caused by occurrences not caused by such Party. Such occurrences include but are not limited to an act of God or public enemy, storm, earthquake, other natural forces, war, riot, explosion, public disturbance, labor action, non-performance of the LDC or ISO/RTO, or unavailability of transmission facilities. The affected Party or Parties will be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to alleviate the effects of the Force Majeure. Force Majeure will specifically not include: (a) when Customer shuts down, sells, or relocates its facilities; or (b) any economic loss of Customer's (e.g., Customer's loss of its own product/service markets or supply chains, or any Customer losses dependent on an energy market).
- S. Change in Law, Market Structure, Etc.:** If there is a change in (including but not limited to) law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO/RTO operating guidelines, ISO/RTO protocols, zonal boundary definitions, utility tariffs, resource adequacy, renewable portfolio standards, or electricity market structure, and such change results in Mint Energy incurring additional costs or expenses associated with providing the services described herein, such additional costs or expenses are the responsibility of the Customer and will be assessed to Customer in Mint Energy's monthly bill as an additional charge, and Customer hereby agrees to pay all such charges. 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 Agreement without penalty.

- T. Limitation of Liability:** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS ESA WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS ESA. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.
- U. Disclaimer of Warranty:** MINT ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS ESA, WHETHER WRITTEN, ORAL EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- V. Governing Law and Dispute Resolution:** This Agreement, including any arbitration decision, is governed by the laws of the State of New Hampshire, without regard to principles of conflicts of law. Further, if necessary, venue shall be in New Hampshire courts. Unless otherwise prohibited by law or specified below, any dispute arising hereunder or relating hereto shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA"). Such arbitration shall involve a single arbitrator (mutually selected by the Parties, or in the absence of agreement, appointed by the AAA), and shall take place in 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 will be divided equally between the Parties. However, nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any arbitration proceedings and information disclosed in such proceedings shall be confidential. The Parties agree that any billing dispute must be made to Mint Energy in writing by Customer within twelve (12) months of the billing date, or it will be waived. Customer may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 1-800-852-3793 if they have questions about their rights and responsibilities.
- W. Confidentiality:** Neither Party will disclose, unless authorized in writing by the other Party, the terms and/or existence of this ESA to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except to comply with any applicable law, order, regulation, or exchange rule. If disclosure is sought (regarding the terms and/or existence of this ESA) through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought will provide reasonable prior written notice thereof to the other Party.
- 1.** Mint Energy will not release any Customer Confidential Information (as defined in this section) without obtaining prior written authorization of the Customer unless required by law. For the purposes of this section, Customer's Confidential Information shall include, but not be limited to: Customer name and trademark, address, email address, telephone number, and individual customer payment information. In the event of a dispute about the release of confidential information, including whether the information is or should be confidential, a CEPS, Aggregator or Customer may file a complaint with the Commission for resolution.
- X. Assignment:** Mint Energy may assign its rights and obligations under this Agreement to a third party transferee or purchaser without Customer consent, including through the sale of all or substantially all its

assets or a 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 LDC 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 or return to LDC default service 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 purchaser; or b) that Mint's rates, terms, and conditions of service and those of the proposed transferee or purchaser are the same; 6) The name, address, telephone number, and email address of the proposed transferee or purchaser if the customer does not select an alternate CEPS or return to LDC default service 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 LDC default service, if different than the date Mint will cease to provide service to the affected customer.

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



Electricity Supply Agreement – Addendum A – No. ____ of ____
New Hampshire – C&I

Customer Legal Name: _____

Accounts Included in Electricity Supply Agreement:

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

Electricity Supply Agreement—Terms of Service

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



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

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

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

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

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

Electricity Supply Agreement—Terms of Service

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

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Electricity Supply Agreement—Terms of Service

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

- A. Services:** Mint Energy will sell and deliver, or caused to be delivered, and Customer will purchase and receive, or cause to be received, during the term of this ESA, electricity for each metered account listed under Addendum A.
- B. Term:** Mint Energy will determine, (e.g., using scheduled LDC/utility meter reading date), the service start date for each account listed in Addendum A after its receipt of Customer's signed ESA, which will be indicated on Mint Energy's first invoice to Customer, and Customer remains responsible for all charges and fees related to service prior to such service start date. Service will continue until the meter reading date during the last month of the Initial Term specified on the first page of this ESA (the "Initial Term"). After the Initial Term expires, this ESA will continue for successive one (1) month Renewal Terms at the Holdover Rate described below. 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 and authorization for Mint Energy to enroll Customer within three (3) business days from the date on which the Agreement is delivered to Customer via hand delivery or electronic delivery. If this Agreement is delivered to Customer by the United States Postal Service, customer may rescind within five (5) business days from the postmark date.
- E. Energy Price:** Customer agrees to pay charges in cents per kWh as specified herein for services for all kWhs for the Initial Term and all Renewal Terms. Calculation of the total monthly Energy Price paid by the Customer under the ESA is described in Sections F and G, below. For any Renewal Term or other period following end of Customer's Initial Term, Customer's Energy Price will be calculated using a variable market-based Energy Charge and variable Retail Administrative Adder, and will be subject to change as Mint Energy may determine commercially reasonable ("Holdover Rate"). The Energy Price does not contain any transmission and delivery or other charges, including, but not limited to, system benefits charge, stranded cost recovery charge, and taxes. Customer is still responsible for paying the utility charges as well as any other applicable charges for non-CEPS 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.
- F. Energy Price Components:**
Energy Price = Energy Charge + Retail Administrative Adder (described below)
Customer's total variable market-based Energy Price will be calculated as a sum of the Energy Charge plus the fixed Retail Administrative Adder (described below) plus any applicable fees, pass-through charges, and taxes.
- G. Energy Price Component Description:**
- Energy Charge** will be either the Real Time or Day-Ahead Locational Marginal Price, or a combination thereof (including energy cost, system congestion costs and transmission and distribution line losses), for the appropriate New Hampshire load zone expressed in \$/MWh and published by ISO-NE for the

applicable hour, divided by 1,000 to convert to \$/kWh. Either index may be used for a particular hour, but the price used will never exceed the higher of the two indices. For purposes of this ESA, Customer's hourly kWh usage will be allocated in the following manner.

- i. For **Non-interval Data Customers**: Mint Energy will apply a suitable, commercially reasonable hourly load profile, to scale Customer's monthly metered kWh usage to hourly increments.
 - i. For **Interval Customers**: Mint Energy may, at its sole option, in lieu of the Customer's actual hourly meter reading from Customer's utility, apply a suitable, commercially reasonable hourly load profile to scale Customer's monthly metered kWh usage to hourly increments.
2. **Retail Administrative Adder ("RAA")** is a single aggregate charge containing various administrative, market costs and fees associated with the purchase, sale, and delivery of electricity to retail customers (as categorized below). RAA will be fixed at a specified amount during Customer's Initial Term. During any Renewal Term, for the purpose of calculating and billing the Holdover Rate, the RAA will be a fully variable-market based rate based on the same categories. In any case, the RAA will not include taxes, and is subject to change during the Initial Term if there are material deviations in Customer's usage or demand. The RAA will include, among others, the following general categories: **Service Fees** contain marketing, regulatory, billing, administrative, and other Mint Energy and third-party intermediary fees, costs, and charges; **Capacity Charges** contain costs associated with Mint Energy's obligation to provide capacity, as required by ISO-NE. If Capacity Charges are not included in the RAA, they will be listed as a separate and additional charges on Customer's invoice; **Renewable Energy Certificate Charges ("RECs")** contain costs associated with New Hampshire Renewable Energy Portfolio Standard compliance; **Ancillary Charges** include, but are not limited to, scheduling and related charges; fees levied by ISO-NE on Mint Energy, such as: NCPC, Regulation Charges, GIS, Locational Forward Reserve, Real-Time Reserves, Load Response.
- H. **Risk Associated with Variable (Index-Based) Rate**: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Past results regarding particular electricity products are not necessarily an indication of future results. Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require load forecasting, scheduling, and settlement in accordance with ISO-NE market rules. Although the RAA remains constant for the Initial Term, Customer's Energy Price under this Agreement may be higher or lower than the utility's price in any given month.
- 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. 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. Before this ESA terminates, Customer agrees to pay invoices for any electric supply charges, or any portion thereof, that may be found to have been actually used by the Customer during the term of this ESA and not previously billed.

- 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:** 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.
- 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 or by telephone at 866-382-1222. Customer may obtain additional information regarding consumer protection rights from the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 800-852-3793.
- 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 in Usage:** By executing this ESA, Customer authorizes Mint Energy to obtain, and its LDC to release to Mint Energy for purposes related to account establishment, any Customer account information, including historical usage information, interval data, account number, and payment history. Customer further authorizes Mint Energy to release confidential and other information to Customer's LDC necessary to enroll Customer. Customer will promptly (at least five (5) business days prior to such event or circumstance) advise Mint Energy of any event or circumstance that is likely to cause Customer's electricity consumption during the current month, or any future month, to be 20% more or less than Customer's historical usage patterns, including, without limitation, opening or closing a facility, increases or decreases in operation hours, furnace outages, boiler shutdowns, and additions or maintenance of equipment (a "Material Change"). Customer recognizes that in the event of such a Material Change, Mint Energy, in its sole discretion, may modify or cancel this ESA (including, changing rates provided for herein to account for additional risk and costs attributable to such customer deviations in usage). In any event, Customer shall be solely responsible for, and agrees to pay or reimburse (as the case may be), any charges, penalties, fees, or other expenses incurred or assessed (or reasonably anticipated to be incurred or assessed) as a result of the usage and demand changes described herein. In addition to, and notwithstanding, the above, upon the occurrence of a material change in usage under this section, Mint Energy may, at its discretion, terminate this ESA without penalty, and in such an event, Customer agrees to pay any retroactive charges or other amounts which Mint Energy incurs as a result.
- P. Termination of ESA 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). However, in the event that such termination would

occur prior to the end of the Initial Term or any Renewal Term, of such termination, Customer will pay to Mint Energy, as an Early Termination Fee, the following: Outstanding fees due to Mint Energy for electricity and related services it has provided to Customer pursuant to this ESA before the date such termination becomes effective, including late fees for any overdue payments, **plus** an additional payment amount calculated as the product of the RAA multiplied by the total number of kWhs that Mint, in its sole discretion, estimates it would have provided to Customer under this ESA during the period of time remaining in Customer's Initial Term (and/or any applicable Renewal Terms) had both Parties continued to perform as though this ESA remained continuous and in effect for the entirety of such Term. Both Parties further acknowledge and agree that the Early Termination Fee defined herein is a reasonable approximation of harm or loss, not a penalty or punitive in any respect, and neither an exclusive remedy for Mint Energy, or intended to serve as a cap or other limitation on the amount of liquidated damages Mint Energy may otherwise claim or recover.

- 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 return Customer to default utility service: (i) immediately, if Customer fails to make timely payment of all amounts due Mint Energy on the due date. Failure to make timely payment will specifically include when payment is declined by Customer's financial institution for non-sufficient funds or any other reason; (ii) after ten (10) days written notice, if the LDC is unable to read Customer's meter for two (2) consecutive months 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, if Customer does not provide written notice to Mint Energy regarding such; (v) if Customer files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or has such a petition filed against it; (vi) absent written agreement to the contrary and Mint Energy's consent, if Mint Energy ceases to be the sole supplier of electricity for the locations listed in Addendum A, including but not limited to on-site generation of any kind by Customer, without Mint Energy's consent; (vii) Excluding (i) through (vi) above, Customer materially defaults on any other obligations under this ESA, provided such default is not remedied within three (3) days of its awareness, or Mint Energy's notice, whichever occurs earliest; or as soon as lawfully allowed thereafter. In the event service is terminated in accordance with this section, Customer will pay the Early Termination Fee, and/or, if applicable, damages incurred by Mint Energy as provided in this ESA.
- 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 will specifically not include: (a) when Customer shuts down, sells, or relocates its facilities; or (b) any economic loss of Customer's (e.g., Customer's loss of its own product/service markets or supply chains, or any Customer losses dependent on an energy market).
- 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 affects Mint Energy's ability to perform, Mint Energy may terminate this ESA without penalty.

- T. Limitation of Liability:** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS ESA WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS ESA. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.
- U. Disclaimer of Warranty:** MINT ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS ESA, WHETHER WRITTEN, ORAL EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- V. Governing Law and Dispute Resolution:** This ESA, including any arbitration decision, is governed by and shall be construed, enforced and performed in accordance with the laws of the State of New Hampshire, without regard to principles of conflicts of law. Further, if necessary, venue will be in New Hampshire courts. Unless otherwise prohibited by law or specified below, any dispute arising hereunder or relating hereto shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA"). Such arbitration shall involve a single arbitrator (mutually selected by the Parties, or in the absence of agreement, appointed by the AAA), and shall take place in 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 will be divided equally between the Parties. However, nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any arbitration proceedings and information disclosed in such proceedings shall be confidential. The Parties agree that any billing dispute must be made to Mint Energy in writing by Customer within twelve (12) months of the billing date, or it will be waived. Customer may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 1-800-852-3793 if they have questions about their rights and responsibilities.
- W. Confidentiality:** Neither Party will disclose, unless authorized in writing by the other Party, the terms and/or existence of this ESA to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except to comply with any applicable law, order, regulation, or exchange rule. If disclosure is sought (regarding the terms and/or existence of this ESA) through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought will provide reasonable prior written notice thereof to the other Party.
1. Mint Energy will not release any Customer Confidential Information (as defined in this section) without obtaining prior written authorization of the Customer unless required by law. For the purposes of this section, Customer's Confidential Information shall include, but not be limited to: Customer name and trademark, address, email address, telephone number, and individual customer payment

information. In the event of a dispute about the release of confidential information, including whether the information is or should be confidential, a CEPS, Aggregator or Customer may file a complaint with the Commission for resolution.

X. Assignment: Mint Energy may assign its rights and obligations under this Agreement to a third party without Customer consent, 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 or relating to transferring to or from Mint's services; or (2) any claims or suits brought against Mint Energy for any loss, damage, or injury to persons or property, including without limitation all consequential, incidental, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the LDC delivers the electricity to Customer's facilities.

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

DD. Entire Agreement; Amendment: This ESA, along with any attachments and/or addenda, constitute the entire agreement between Customer and Mint Energy relating to the subject matter hereof and supersedes any other agreements, written or oral, between Customer and Mint Energy concerning the subject matter

of the Agreement. Except as otherwise set forth in this ESA, this ESA may be amended only by mutual agreement between Customer and Mint Energy and any amendment will not be effective until reduced to writing and executed by both Parties. This Agreement may not be amended by course of performance or course of conduct.

Electricity Supply Agreement – 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

- a. 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).
- b. Capitalized terms 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.

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 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.
- c. “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.
- d. 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)
- e. “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.
- f. “Peak” means Monday through Friday HE 0800 through HE 2300, excluding NERC Holidays.
- g. “Sub-Period” refers to a portion of the Transaction Period for which different hedging criteria are described in VI, below.
- h. “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:

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

- 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:

<u>Transaction Volume</u>		<u>Please check one—or fill in “Other”</u>			
kWh per Transaction	% of Historic	ATC [†] , §	Peak ³	Off-Peak ³	Other Load Shape or Sub-Period Description

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

SIGNATURE	<i>For Back Office Use Only</i>
Customer:	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, 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.

§ 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 A – No. ____ of ____
New Hampshire – C&I



Customer Legal Name: _____

Accounts Included in Electricity Supply Agreement:

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