POWER SELECT

REVISED ADDENDUM B

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

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 E (in its entirety), Section F (in its entirety) and Section G, paragraph 1 of the ESA will not apply (the other parts of Section G 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 G, 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 P 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 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).
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:

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

    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 resulting from Customer termination of the ESA during the Transaction Period, and is not a penalty or punitive in any respect. However, the ETF defined herein is 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 for harm or loss resulting from any injury to Mint Energy from any cause other than Customer termination of the ESA during the Transaction Period.

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:

Transaction_Volume		Please check one—or fill in "Other"			
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	For Back Office Use Only
Customer:	**Mint Energy, LLC**
Signature:	**Signature:**
Print Name:	**Print Name:**
Print Title:	**Print Title:** Contract Administrator
Date:	**Date:**

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* **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 <u>percentages</u> 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 <u>percentages</u> 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.

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