

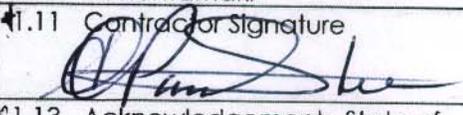
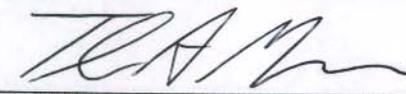
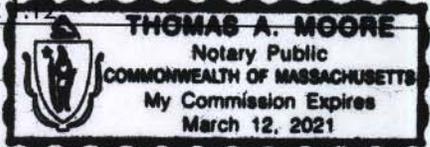
Subject: Firm Electric Supply

**1.0 AGREEMENT**

The State of New Hampshire and the Vendor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Mint Energy, LLC		1.4 Contractor Address 1 Rounder Way, Suite 220 Burlington, MA 01803	
1.5 Contractor Phone # (877) 611-6468	1.6 Account Number Multiple	1.7 Completion Date October 31, 2017	1.8 Price Limitation \$2,536,077.00
1.9 Contract(s)ing Officer for State Agency Karen L. Rantamaki		1.10 State Agency Telephone Number (603) 271-2698	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephane Passley-Lee Director of Operations	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>October 23, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Thomas A. Moore - MA Notary Public</u>			
1.14 State Agency Signature <u>Vicki V. Quiram</u> <u>10-25-15</u>		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**THOMAS A. MOORE**  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
March 15, 2021



**2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract(s) price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Vendor shall not hire, and shall not permit any subvendor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contract(s)ing Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contract(s)ing Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

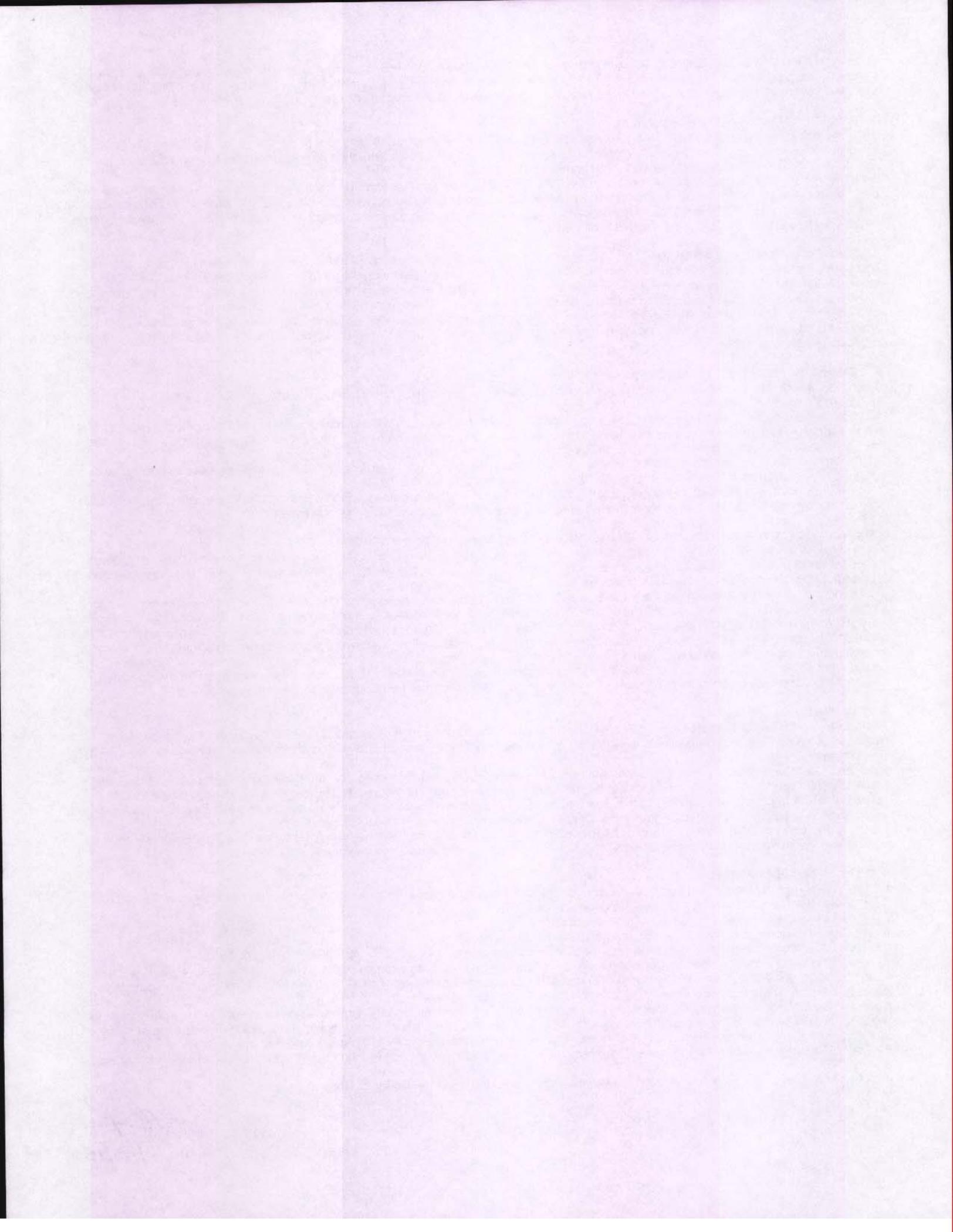
8.2.1 give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;

8.2.2 give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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Date 10/23/15



**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. VENDOR'S RELATION TO THE STATE.** In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S).** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

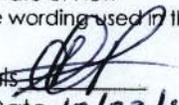
15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Vendor.

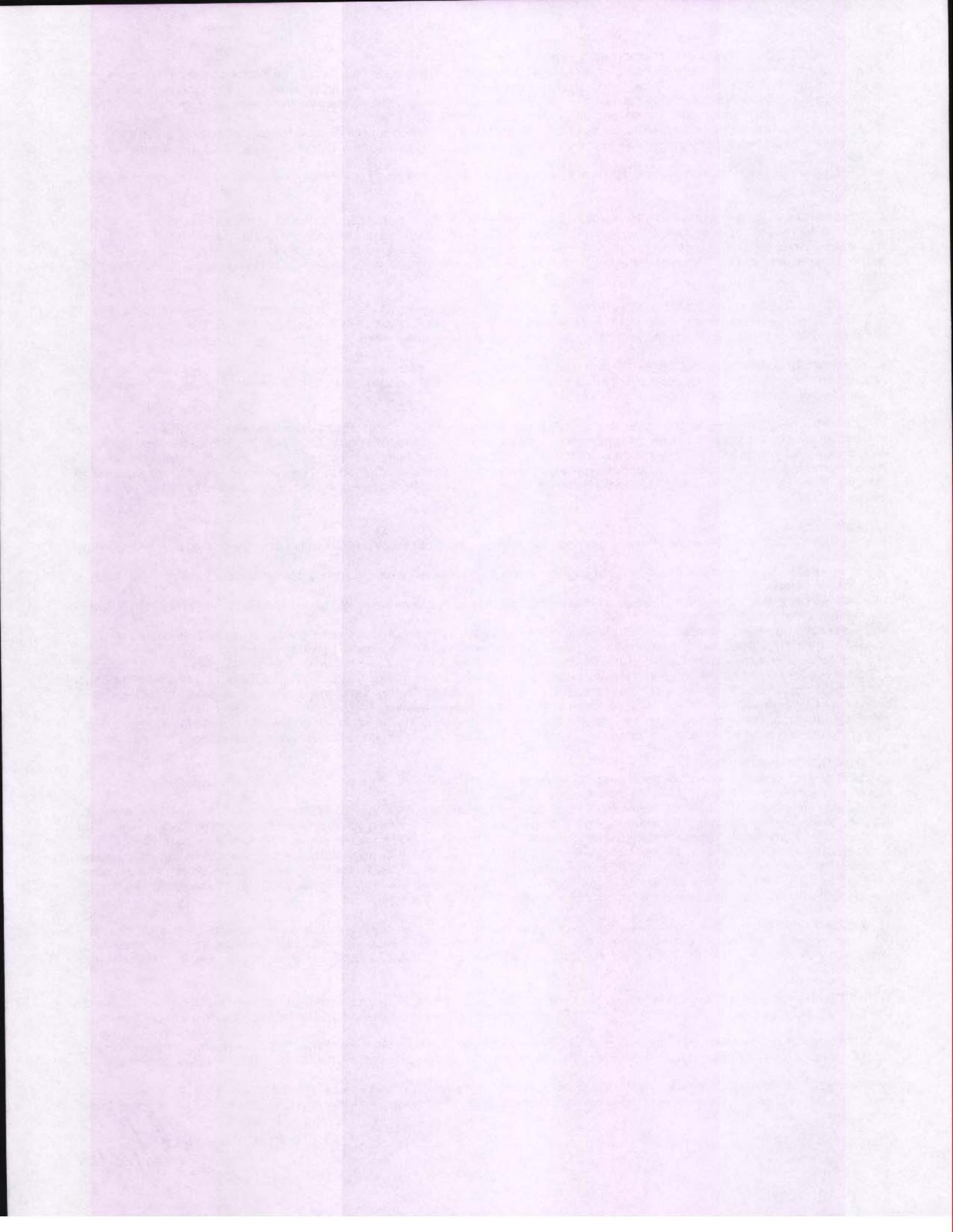
**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this

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Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

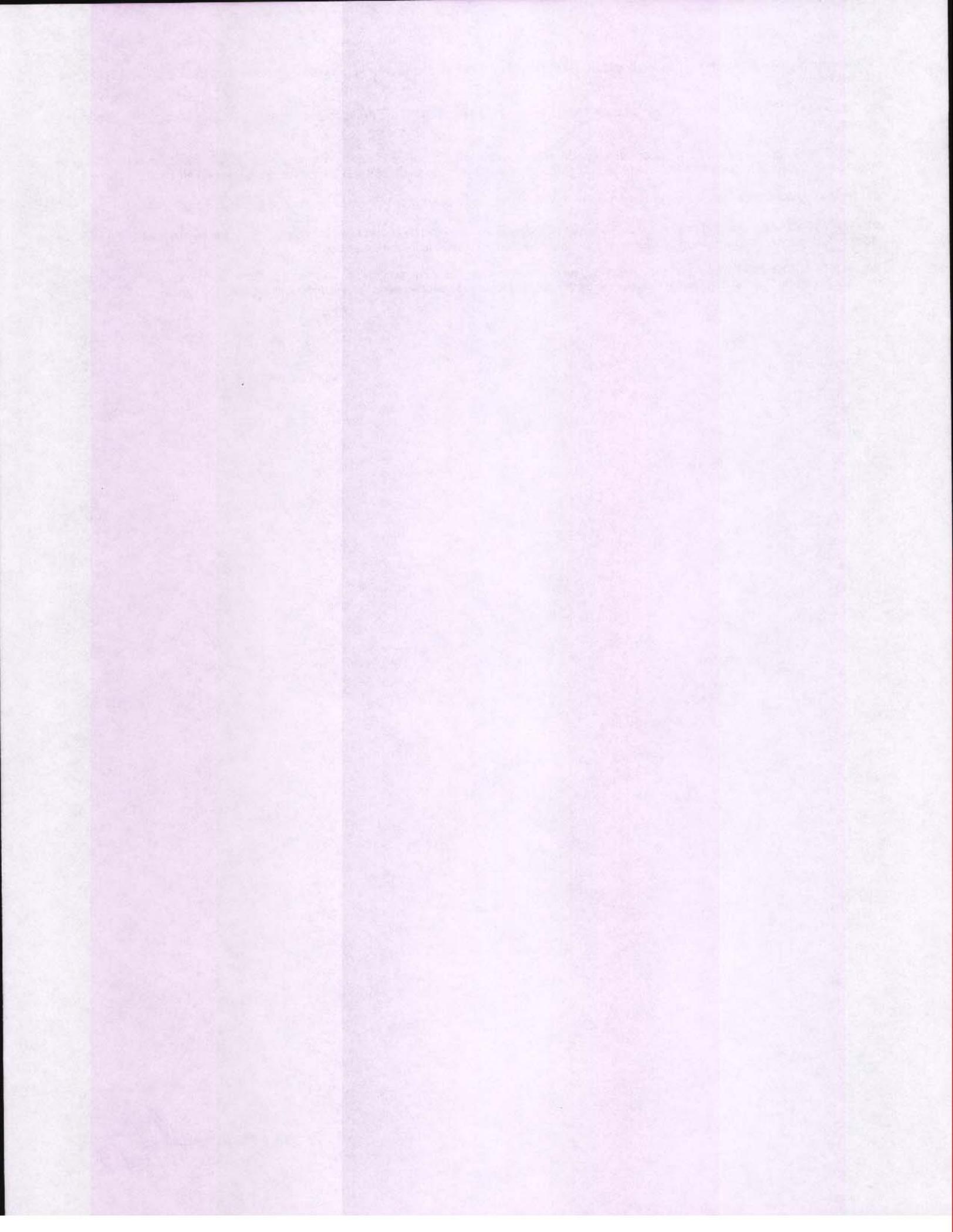
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**EXHIBIT A - SERVICES**  
**STATE OF NEW HAMPSHIRE POWER SUPPLY AGREEMENT**

This Agreement is made as of October 23, 2015 between The State of New Hampshire ("State") and Mint Energy, LLC, ("Contractor") (the State and Vendor is each referred to herein as a "Party", or collectively as the "Parties"), both of which enter into this Agreement making each Party legally bound to agree as follows, all subject to satisfaction of the contingency set forth in Section 1 below:

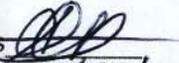
**1. SCOPE OF AGREEMENT**

Contractor is a Competitive Electric Power Supplier. The Contractor shall sell and provide to the State EPS to the Point of Delivery for the Accounts, and the State shall exclusively purchase (solely for consumption of all such Accounts) and cause to be received from the Contractor, all required EPS during the Term.

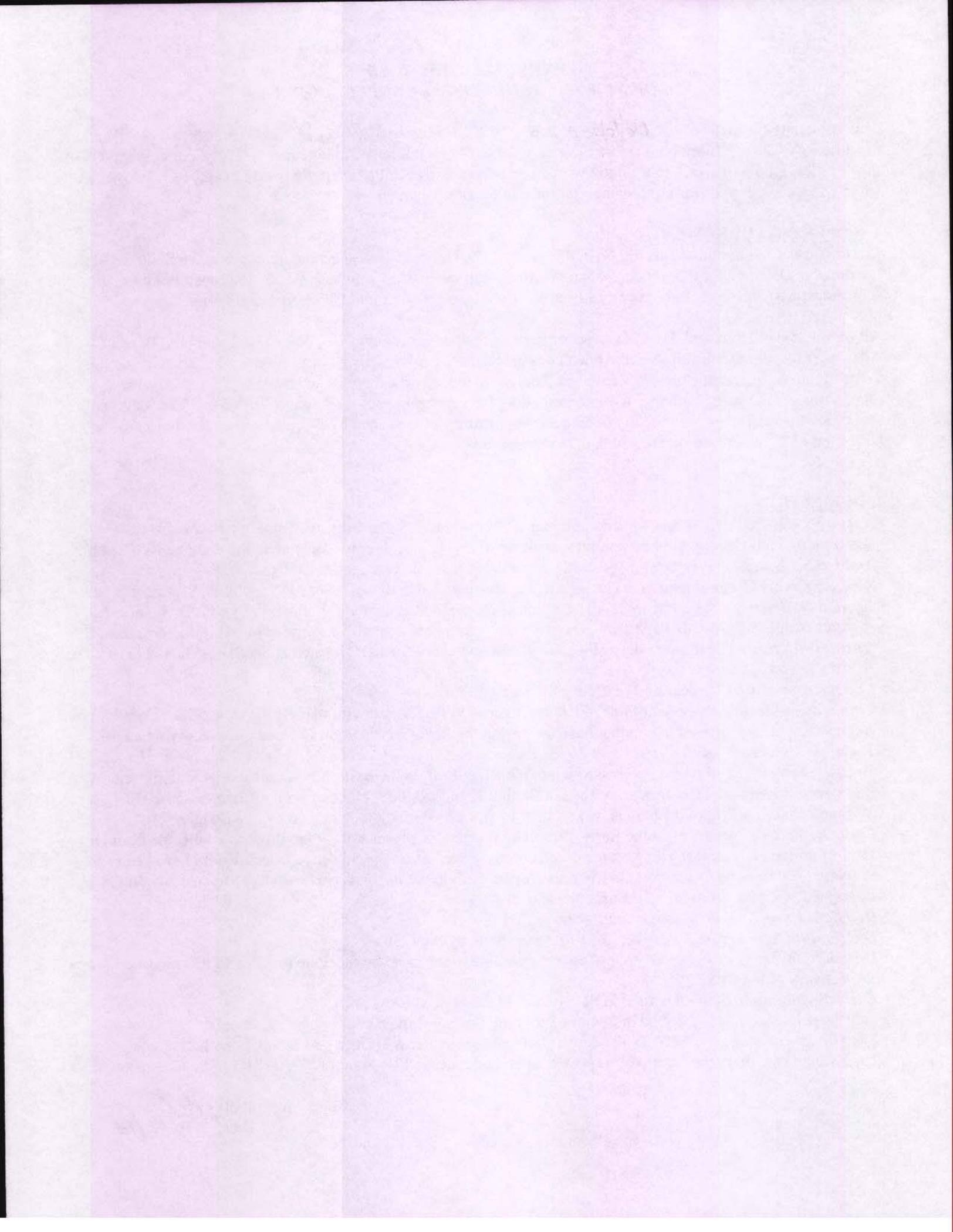
All transactions herein shall be made in accordance with this Agreement, RFP 2016-182, Exhibit A, B, and C, Attachment A all other Exhibits and Appendices hereto, in the priority listed in Section 5.1 hereto. During the Term of this Agreement, Contractor reserves the right to manage the State's load under applicable rules and regulations of ISO-NE, including, without limitation, the supplying and/or settling of such load. The State shall also agree to execute and deliver any documents or instruments requested by Contractor for submission to ISO-NE or the LDC in connection with such load management.

**2. DEFINITIONS**

- **Accounts** - The electricity accounts comprising 13,444,000 kWhs annually and listed in Attachment A.
- **Agreement** - This legally binding contract, made up of this Power Supply Agreement, the documents listed in Section 5.1 hereof, and/or existing or future Amendments mutually agreed upon by all Parties.
- **Annual Excess Usage Payment** - The payment determined annually as defined in Exhibit B, Section 1.2.
- **Annual Deficiency Usage Payment** - The payment determined annually as defined in Exhibit B, Section 1.2.
- **Annual Usage Adjustment Payment** - The payment determined annually as defined in Exhibit B, Section 1.2.
- **Business Meters** - The billing non-residential electric meters of the LDC located at the States' facilities as listed in Attachment A.
- **Commission or PUC** - means NH Public Utilities Commission
- **Competitive Electric Power Supplier (CEPS)** - A certified (registered with the NH Public Utilities Commission as such) supplier approved to conduct business within the Local Distribution Company's territory which the Business Meters are located.
- **Contract Price** - The unit cost, expressed in \$/kWh as set forth in the Exhibit B. This shall include the energy costs and all Regulated Charges as defined in Exhibit B and excludes all Distribution Charges and 2015/16 Winter Reliability Program Charges, which shall be passed -through to, and paid by, the State.
- **Contract Value** - means, as of the Early Termination Date, the product of (a) the Price as applicable through the Expiration Date, and (b) the volume of electricity, based on historical usage, which would have been delivered through the Expiration Date had the Agreement (in whole, or in part as to any affected Accounts) continued effective through the Expiration Date.
- **Deficient Usage** - Defined in Exhibit B, Section 1.2.
- **Distribution Services** - The delivery of EPS to the State by the LDC.
- **Distribution Tariff or Charges** - Those charges payable to the LDC by the State (outside of this contract) for the delivery of the EPS.
- **Early Termination Date** - Defined in Section 8.6 of the Special Provisions.
- **Early Termination Fee** - Defined in Section 8.6 of the Special Provisions.
- **Electric Power Supply ("EPS")** - the delivery of full requirements electric power supply including energy, capacity and ancillary services. The expected annual quantity is 13,444,000 KWh of EPS. The Contractor shall

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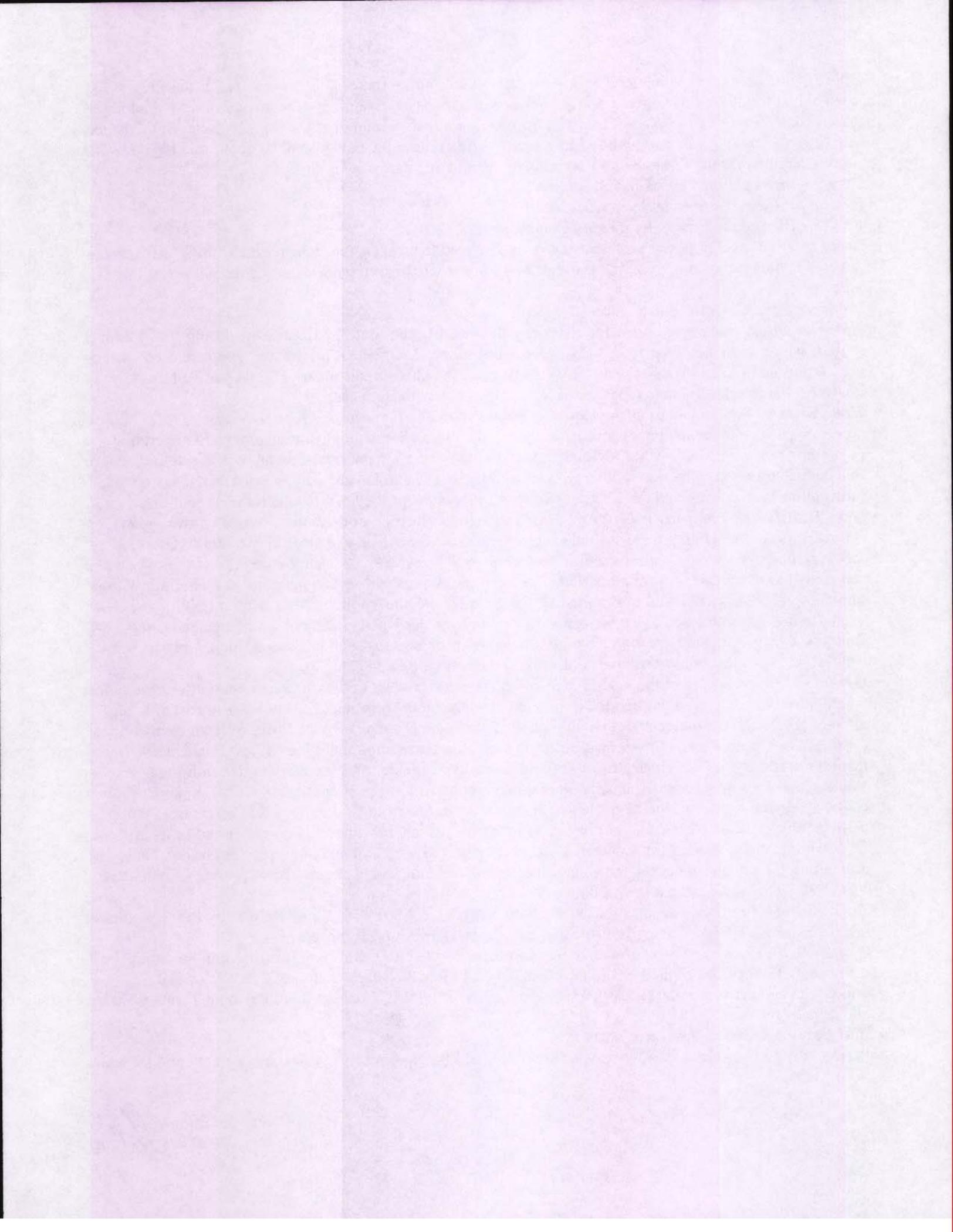


supply 25% of the total electrical power through renewable sources (renewable energy certificates are acceptable) at the all-inclusive fixed price as defined in Exhibit B. Examples of renewable energy include wind, geothermal, hydrogen or methane gas derived from biomass fuels, ocean thermal, wave, current, or tidal energy, methane gas, biomass, solar and hydroelectric energy. Any renewable power shall be above and beyond what is currently required for the Contractor's Renewable Portfolio Standard.

- **Excess Usage** - Defined in Exhibit B, Section 1.2.
- **Expiration Date** - Defined in Section 3.1 hereof.
- **FERC** - The Federal Energy Regulatory Commission.
- **Firm Power** - Power or power producing capacity intended to be available at ALL times during the term covered by this agreement, except as prevented by Force Majeure or the other Party's default under this agreement.
- **Holdover Period** - Defined in Section 3.1 hereof.
- **Holdover Price** - means the price for electricity delivered to the State by Contractor during the Holdover Period, which shall be equal to the Day-Ahead Locational Marginal Price for the applicable congestion zone (adjusted to a per kWh basis) covering the Account(s), plus a retail adder of \$0.03 per kWh.
- **ISO-NE** - Independent System Operator of New England, Inc. or its successor.
- **kWh** - Kilowatt hour, a unit of energy equal to 1 kilowatt (kW) of power used for one hour.
- **Law** - any law; rule; regulation; ordinance; statute; judicial decision; administrative order; ISO operating guideline or protocol; LDC or ISO-NE tariff; market rule; operating protocols; nodal or zonal definitions; rule of a public utilities commission, public service commission, or similar state commission or agency having jurisdiction over Utilities and the electricity distribution system of the State in which the Accounts are located.
- **Local Distribution Company ("LDC or Utility")** - the local electricity distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.
- **LDC Delivery Charges** - means those recurring and non-recurring charges payable to the LDC in connection with transmission and distribution of electricity pursuant to this Agreement including, without limitation, all charges allowed or required by the New Hampshire Public Utilities Commission, NEPOOL, or any other governmental or regulatory authority or any third party. Examples of non-recurring LDC Delivery Charges include those arising from a move-in or switch, such as: special meter reads; service connection, disconnection, or reconnection fees; and meter tampering charges.
- **Market Value** - means, as of the Early Termination Date, the product of the: (a) the volume of electricity that would have been delivered through the Expiration Date had the Agreement (in whole, or in part as to any affected Accounts) continued effective through the Expiration Date; and (b) the lower of (i) the actual price(s) (or forecasted, if necessary) of wholesale electric service to Contractor under the CPS Agreement or (ii) the market price(s) at which such electricity are commercially available to Contractor. In determining Market Value, Contractor may consider, among other things, settlement prices of applicable NYMEX power futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include Contractor and/or its affiliates, all as commercially available to Contractor and all as adjusted for a term ending on the Expiration Date, and accounting for any differences in transmission costs and volume, and applicable retail pricing adjustments.
- **NEPOOL** - The New England Power Pool or its successor.
- **Pass-Through Charges** - means (a) LDC Delivery Charges, (b) 2015/16 Winter Reliability Program Charges, and (c) costs and charges arising from a change in Law under Exhibit B, Section 1.4.
- **Point of Delivery** - The point(s) of interconnection between the NEPOOL Pool Transmission Facilities (PTF) and the non-PTF facilities of the LDC in the NEPOOL zone in which each Business Meter is located.
- **Price** - The unit price, expressed in \$/kWh, as set forth in Exhibit B, Contract Price/Payment Terms included as part of this Agreement.
- **Start Date** - Defined in Section 3.1 hereof.
- **Taxes** - Any and all *ad valorem*, energy, transmission, utility, gross receipts, sales, use, consumption, excise,

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transaction, and other taxes, including new taxes which become applicable to this Agreement after the commencement of the Term, governmental charges, fees, or assessments, or increases therein, other than taxes based on Contractor's income or taxes levied on Contractor's real or personal property.

- **Term** - The duration, beginning on the Start Date and ending on the Expiration Date, during which Contractor delivers EPS to the State under this Agreement, as set forth in accordance with Section 3.1 and/or adjusted pursuant of Section 3.2. The Term shall include any Holdover Period.
- **Weighted Average LMP** - The weighted-average of the Day-Ahead Locational Marginal Price for the applicable congestion zone (adjusted to a per kWh basis). The usage of the State's Accounts shall be used to determine such weighting.

### **3. TERM**

**3.1 START / END DATE:** This Agreement, and all obligations of the Parties hereunder, shall become effective as of the date hereof. Contractor's EPS in respect of each Account shall begin on the first meter-read date of the first such Account on or after November 1, 2015 ('Start Date') and, subject to the remainder of this Section 3.1, shall expire on the first meter-read date of the last such Account on or after October 31, 2017 ("Expiration Date"). If there is no mutual agreement to extend beyond the Expiration Date and the State has not actively switched service for the Accounts to another Competitive Electric Power Supplier or to the LDC, this Agreement shall remain effective after the Expiration Date on a month-to-month basis (the "Holdover Period") until this Agreement is terminated.

**3.2 TERM ADJUSTMENTS:** The delivery of EPS pursuant to this Agreement will begin on the Start Date and will end on the Expiration Date, subject to the Section 3.1 and provided that all requirements of this Agreement are met. Contractor shall use commercially reasonable efforts to promptly enroll the Accounts with the LDC in accordance with the intended Start Date, and the State will reasonably cooperate with Contractor's efforts to perform such enrollment. Contractor will not be held liable to the State for delay or failure in enrolling any Account if such delay or failure was due to any cause beyond Contractor's sole control.

**3.3 TRANSFER OF OWNERSHIP:** The Contractor shall be responsible to deliver the EPS, in compliance with the requirements of ISO-NE and NEPOOL, from the NEPOOL Transmission Facility (PTF) to the non-PTF "Point of Delivery" for distribution to the State. The distribution beyond the "Point of Delivery" shall be the responsibility of the LDC under the LDC's applicable tariffs. With respect to each Account, ownership of, and risk of loss with respect to the EPS will transfer to State at the Point of Delivery.

**3.4 ADDING AND/OR DELETING ACCOUNTS:** Subject to the Contractor's written consent and Section 4.2 below, the State may add to, and/or delete, Accounts from EPS under this Agreement. In order to do so, the State shall provide Contractor at least thirty (30) days' advance written notice prior to the intended start or end month. If Contractor so consents, the Parties will execute an amended Attachment A indicating the Accounts added and/or deleted.

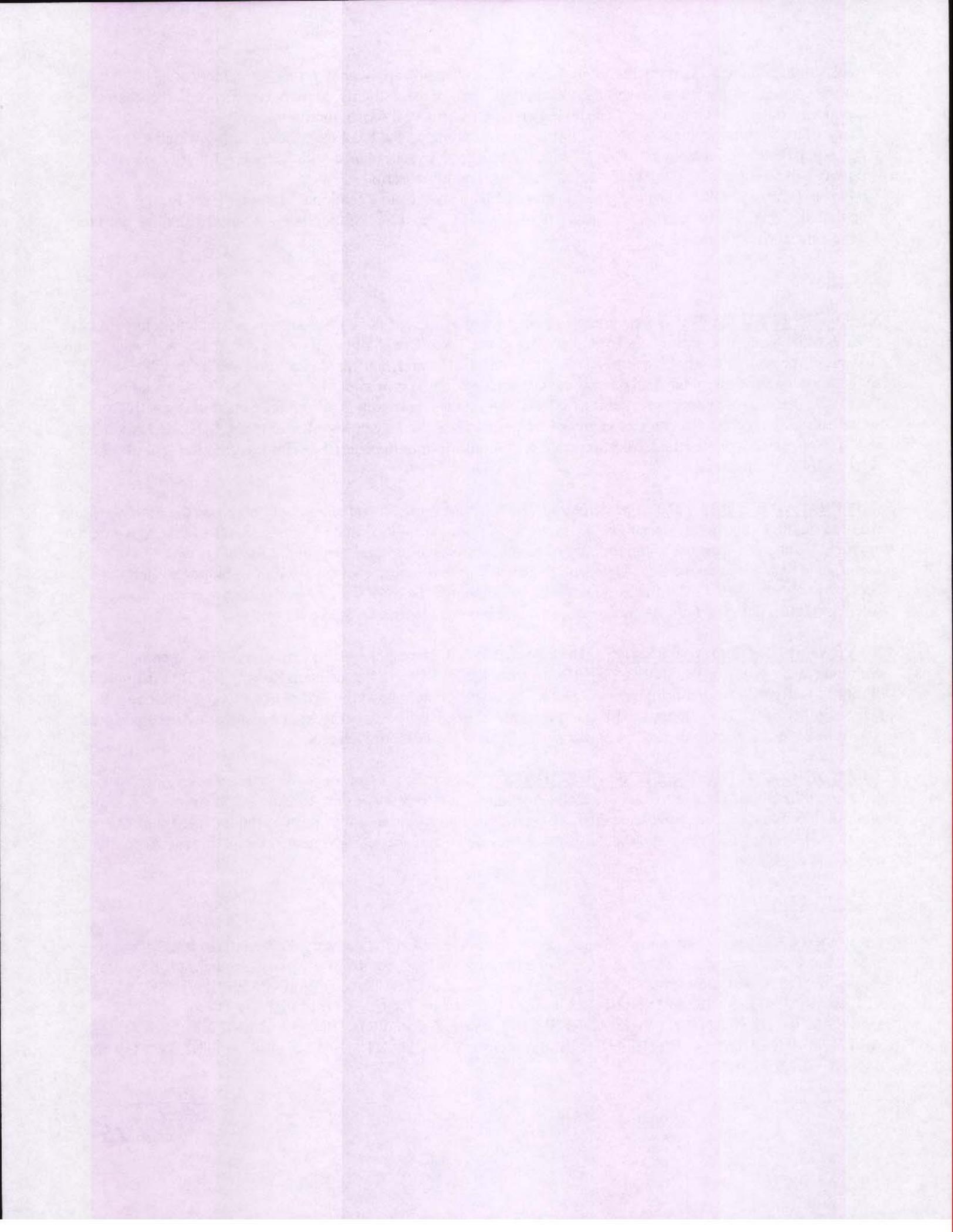
### **4. MISCELLANEOUS**

**4.1 WARRANTIES:** Contractor warrants (a) it has good title to all electricity delivered, (b) it has the right to sell the electricity to the State, and (c) the electricity will be free from all liens, encumbrances and all applicable Taxes that are imposed prior to passage of title. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO THE STATE PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor Initials

Date

*[Signature]*  
10/23/15



**4.2 LIMITATION ON LIABILITY:** Unless otherwise expressly provided herein the following shall apply: Any liability (including liability for indemnity) under this Agreement will be limited to direct actual damages as the sole and exclusive remedy. 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 Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

## **5. STATEMENT OF CONFIRMATION**

**5.1 AGREEMENT TO TERMS AND CONDITIONS:** The Parties, indicated by the signatures below, affirm that they have read this Agreement in its entirety and agree to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The priority of documentation is as follows:

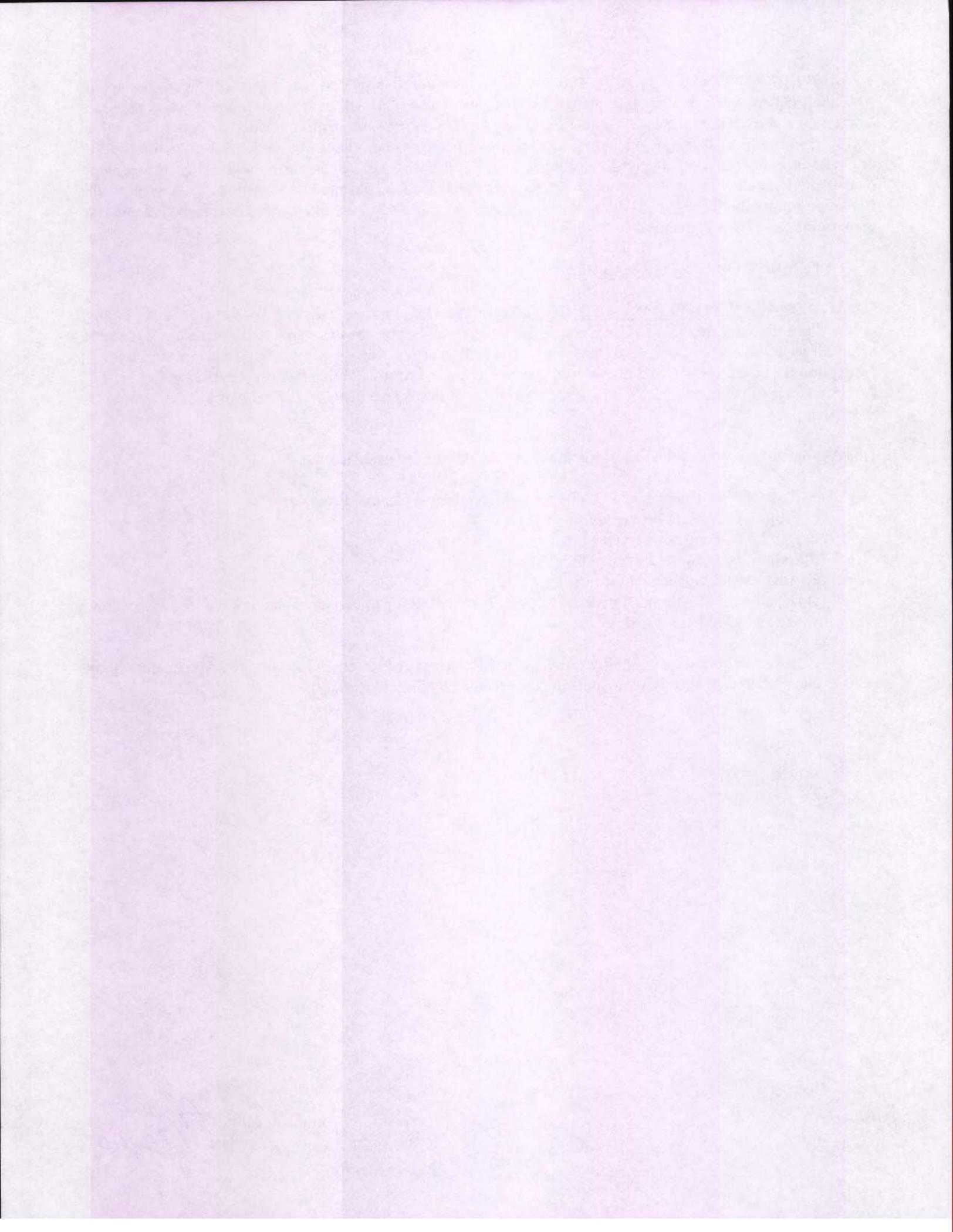
This Agreement consists of the following documents in order of precedence:

- (a) State of New Hampshire P-37 Terms and Conditions, General Provisions
- (b) Exhibit C, Special Provisions
- (c) Exhibit A, Scope of Services
- (d) Exhibit B, Contract Price/Payment Terms
- (e) Attachment A, Account Information
- (f) Department of Administrative Services RFP 2016-182, Firm Electric Supply, including all addendums incorporated here within.

Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Agreement will be valid or allowed, except by way of an amendment executed by both Parties.

Contractor Initials

Date 10/23/15



**EXHIBIT B – CONTRACT PRICE/PAYMENT TERMS**  
**STATE OF NEW HAMPSHIRE POWER SUPPLY AGREEMENT**

**PRICING –SCHEDULE OF RATES:**

**1.1 CONTRACT PRICE:** -The State shall purchase approximately 13,444,000 KWh of electricity on an annual basis. Electricity or EPS shall be purchased for the accounts listed in Attachment A for an all-inclusive fixed price of **\$0.07860** per kWh with no distinction between on-peak and off-peak power. For EPS, each month the State shall pay Contractor (directly or through LDC billing) the sum of: (a) the product of electricity usage for the Accounts during the billing cycle and the fixed unit cost of **\$0.07860** per kWh; and (b) any Pass-Through Charges.

The Contract Price shall include physical line losses associated with the delivery of energy to the State on the NEPOOL Transmission Facilities (PTF) and on the transmission and distribution system of the LDC. The monthly payment by the State, as described above and in Section 2 below, shall constitute complete payment for the EPS supplied by the Contractor during the billing period stated on the State's monthly bill.

In addition to the fixed cost per kWh listed above, the Contractor shall have the right to pass through with no additional mark up the 2015-2016 winter reliability charges. Such additional amounts shall be included in subsequent invoices to the State.

In addition to the unit price for electricity listed above the State shall pay the Contractor the Holdover Price during any Holdover Period.

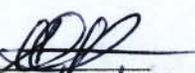
Further, the Parties shall settle the Annual Usage Adjustment Payment as further described below in section 1.2, if any, on December 15 each year after the first year of EPS hereunder.

**1.2 ANNUAL ADJUSTMENT FOR USAGE:** If, for all Accounts (with usage netted and after Attachment A has been adjusted to take into consideration any added and/or deleted Accounts), actual annual kWhs of usage (beginning with the month November 2015) exceeds 120% of the annual contract amount (the excess usage above 120% being referred to as the "Excess Usage"), then the State will pay Contractor for all Excess Usage a per unit price equal to 125% of the Weighted Average LMP for such annual period (the "Annual Excess Usage Payment"). Such payment shall be settled on or before December 15 of each year following the annual period.

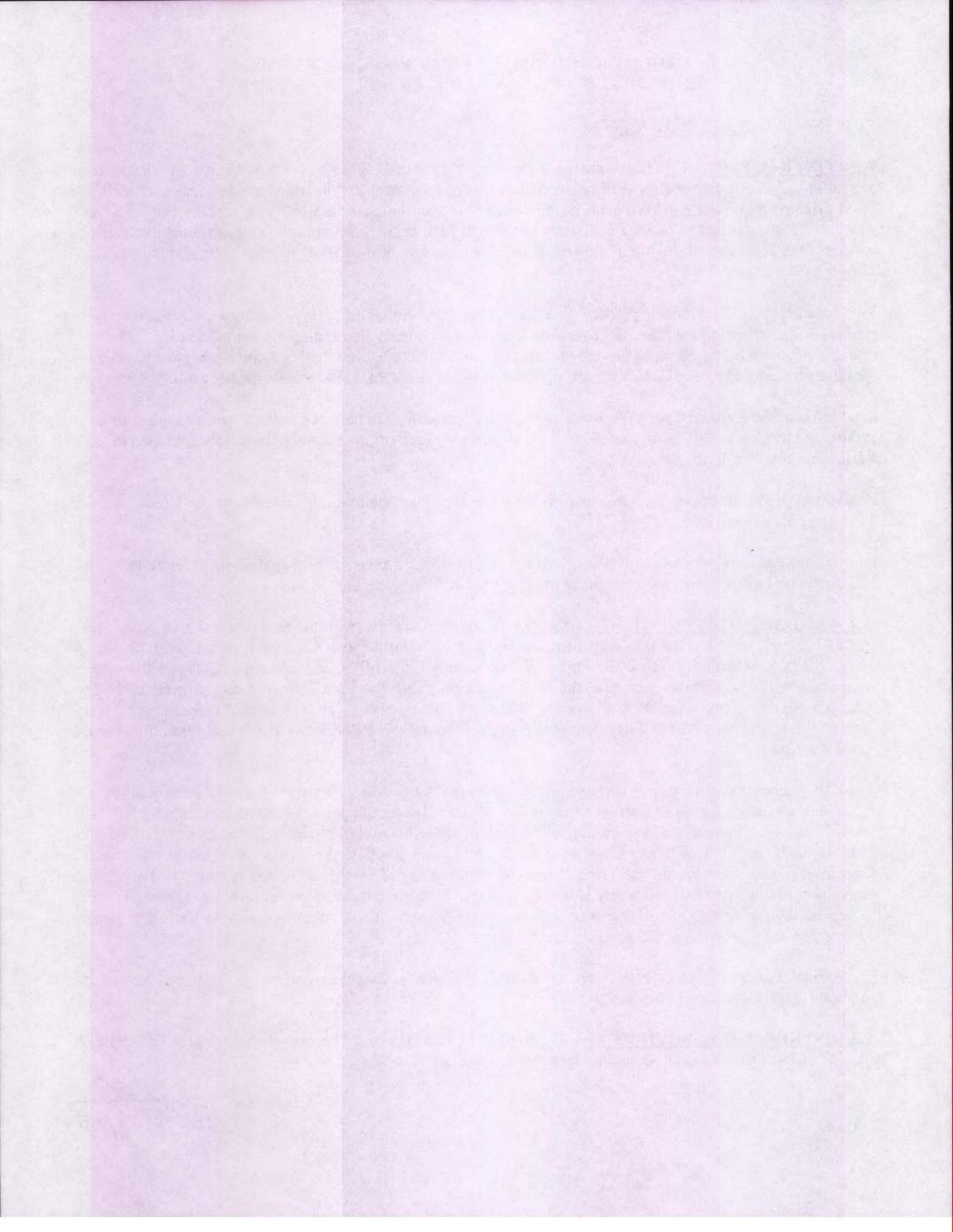
If, for all Accounts (with usage netted and after Attachment A has been adjusted to take into consideration any added and/or deleted Accounts), actual annual kWhs of usage (beginning with the month November 2015) falls below 80% of the annual contract amount (the deficient usage below 80% being referred to as the "Deficient Usage"), then the State will pay Contractor for all Deficient Usage a per unit price equal to the positive difference, if any, between (a) the Price minus (b) 75% multiplied by the Weighted Average LMP for such annual period (the "Annual Deficiency Usage Payment"). Such payment shall be on or before December 15 of each year following the annual period. Further, such payment shall be in addition to the State paying Contractor the Price for all actual usage of the Accounts.

The Annual Excess Usage Payment and the Annual Deficiency Usage Payment shall be referred to as the "Annual Usage Adjustment Payment" hereunder.

**1.3 DISTRIBUTION SERVICES AND TARIFFS:** The State shall be responsible for all LDC Delivery Charges. LDC Delivery Charges are not included in the Price.

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**1.4 CHANGES IN LAW:** If any existing Laws are revised, or if there is a change to the way such Laws are interpreted by the LDC, ISO-NE, NEPOOL, FERC, or other state or governmental agency or court having jurisdiction, or if any new Laws are enacted that effect electricity costs, the Contractor shall have the right to pass on the cost increase to the State without any additional mark-up as a Pass-Through Charge. Such additional amount(s) will be included in subsequent invoices to the State. Any decreases in amount(s) shall be passed onto the State. A "change", as used above, also includes, without limitation, any amendment, modification, nullification, suspension, repeal, or finding of unconstitutionality or unlawfulness. The State shall be notified in writing at least thirty (30) days prior to Contractor imposing an increase in Pass-Through Charges resulting from such change in Law. The State shall have no right to terminate this Agreement based on any such change in Law.

## **2. BILLING, PAYMENT, AND REPORTING REQUIREMENTS**

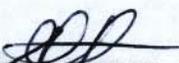
**2.1 METERING:** Metering of EPS sold to the State pursuant to this Agreement shall be the responsibility of the LDC in accordance with the LDC's terms and conditions applicable to delivery of the EPS. Electricity usage for the Accounts shall be the usage reported by the LDC or, without such reported usage, usage estimated by the Contractor. The State shall execute any documentation required by the Contractor to obtain information from the LDC regarding the State and/or the Accounts.

The Contractor and the LDC will participate in electronic data transfer if necessary to provide information for monthly billing.

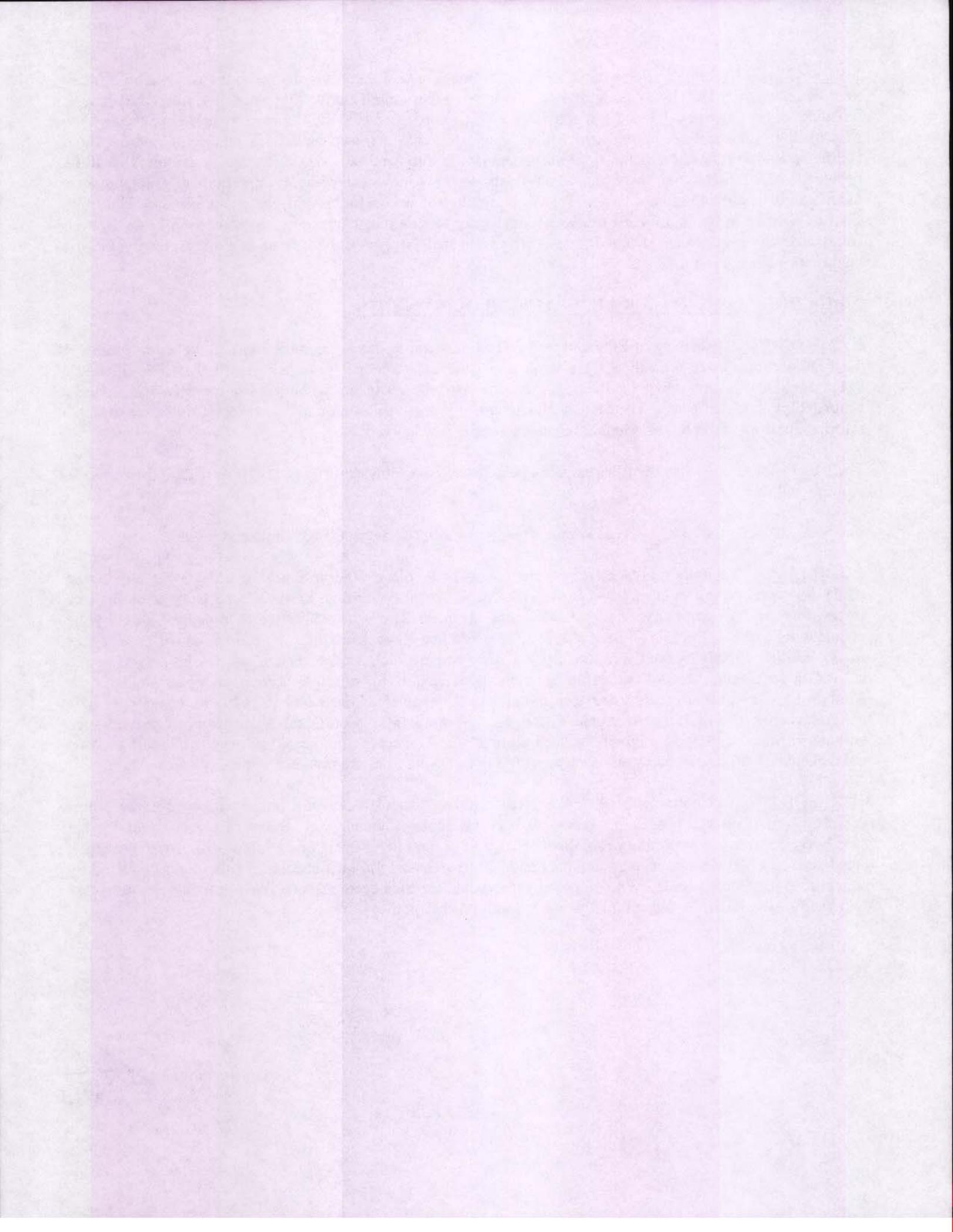
The State shall pay the LDC by ACH within 30 days of receipt of a properly documented invoice.

**2.2 BILLING:** The billing of Contractor's charges will take place either through the LDC or directly by the CEPS for each account number listed in Attachment A. If billed through the LDC, the Contractor shall be responsible for the cost, if any, of such LDC billing services. The State shall attempt to pay the LDC by the due date indicated on the LDC billing statement to avoid late charges imposed in accordance with the LDC's rules. If billed directly by the CEPS, the CEPS will be responsible for all costs associated with preparing and delivering statement. Regardless of billing method, statements for multiple account numbers shall not be combined. -The State expects to receive individual statements for each electric account number. If it is determined that the State has overpaid Contractor any amount(s), Contractor shall promptly refund such amount to State or provide a credit for such amount on State's next invoice. Any statement shall be final unless adjusted or questioned by either party within one (1) year after the issuance of the invoice.

**2.3 REPORTING:** Contractor shall make a reasonable effort to supply the State with a monthly report providing actual reported usage. The report shall be available either via web access or electronically to the State Energy Manager within thirty (30) days of the end of the billing cycle being monitored. The report shall include: all enrolled electric account numbers and kWh purchased for each account for the period covered by the report. It may also include kWh purchased year to-date for each account, total kWh year-to-date, projected kWh year-to-date based on full contract amount, and total cost year-to-date.

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**EXHIBIT C – SPECIAL PROVISIONS  
STATE OF NEW HAMPSHIRE POWER SUPPLY AGREEMENT**

The following will replace the corresponding provisions in the P-37, General Terms and Conditions:

1. Replace **3. EFFECTIVE DATE/COMPLETION OF SERVICES** with the following:

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Commissioner of Administrative Services, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Commissioner of Administrative Services approves this Agreement ("Effective Date"). The State shall give such notice of whether to proceed on or before 5:00 p.m., Concord, NH time, on October 20, 2015. Notwithstanding any provision to the contrary in this Agreement, if no such approval is given by such time, this Agreement shall terminate automatically and neither party will have any liability whatsoever to the other.

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed, Contractor must complete all Services by the Completion Date specified in block 1.7

2. Replace Section **4. CONDITIONAL NATURE OF AGREEMENT** with the following:

**4. APPROPRIATIONS.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including , without limitation, the continuance of payments hereunder , are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds , the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination,

3. Replace Section **5. CONTRACTPRICE/PRICE LIMITATION/PAYMENT** with the following:

5.1 The Contract Price, method of payment, and terms of payment are identified and more particularly described in Exhibit B - Contract Price/Payment Terms.

5.2 Except as otherwise expressly provided in this Agreement, the payment by the State of the Contract Price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other that the Contract Price.

4. Replace Section **8. EVENT OF DEFAULT/REMEDIES** with the following:

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts by a Party shall constitute an event of default hereunder ("Event of Default"):

8.1.1 material failure by Contractor to provide EPS satisfactorily or on schedule;

8.1.2 failure by Contractor to submit any material report required hereunder;

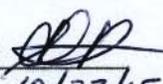
8.1.3 failure by either party to perform any other material covenant, term of condition of this Agreement;

8.1.4 failure by the State to pay any amount due hereunder by the applicable due date; and /or

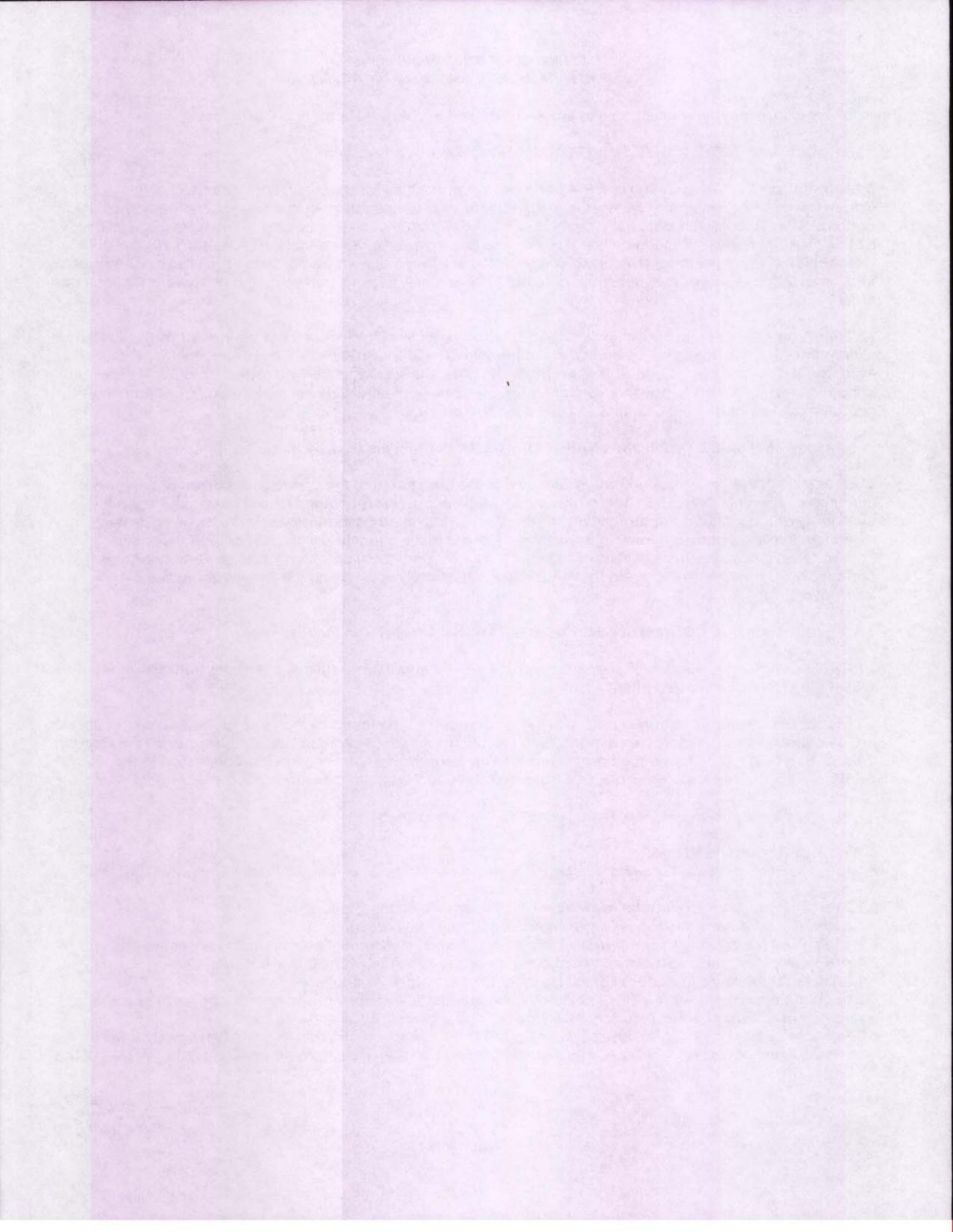
8.1.5 failure by the State to accept EPS with respect to one or more Accounts.

8.2 Upon the occurrence of any Event of Default, the non-defaulting Party may take any one, or more, or all, of the following actions in addition to Section 8.6 below and subject to Section 8.5 below:

8.2.1 give the other Party written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the

Contractor Initials 

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Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the defaulting party notice of termination;

8.2.2 give the other Party written notice specifying the Event of Default and suspending all payments or services, **as applicable, to be made under this Agreement;**

8.2.3 set off against any other obligations, if any, the non-defaulting Party may owe to the defaulting Party any damages the non-defaulting Party suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8.3 If in the judgment of the State the Contractor's default is not substantial to require termination at that time, and the Contractor is not curing the default, and the default is capable of being cured by another resource without unduly interfering with Contractor's continued performance, the State may at its discretion provide or procure services reasonably necessary to cure the default, and Contractor shall reimburse the State for the reasonable cost of such services. Contractor must cooperate with the State and resources in any such efforts to cure the default.

8.4 No remedy conferred under the Agreement is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.

8.5 The Contractor's and the State's monetary liability to each other shall not exceed the total Contract Value of the Effective Date. This limitation shall be subject to Section 4.2 of Exhibit A, but not include the Contractor's indemnification obligations under Section 13 of these Special Provisions and the following:

(a) death, bodily injury or damage to real or personal property;

(b) misappropriation or infringement of any intellectual property including but not limited to any patent or copyright or any unauthorized use of any trade secret;

(c) third party losses accruing to the other Party's third party vendors, subcontractor, materials, laborers or another person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Agreement;

(d) personal injury;

(e) disclosure of confidential information; and

(f) failure to meet any applicable statutes, regulations codes, or guidelines.

8.6 If the State terminates this Agreement when Contractor is not subject to an Event of Default, (the date of any such event being an "Early Termination Date"), Contractor may, at its sole option, terminate their Agreement, pursue all rights and remedies available to the Contractor as set forth herein, and pursue those available to the Contractor both in law and in equity. Without limiting all damages to which Contractor may be entitled to recover, the State shall, in any such case, pay Contractor the positive difference between Contract Value and Market Value, subject to Section 8.5 above (the "Early Termination Fee"). The Early Termination Fee shall be paid to Contractor within twenty (20) business days after the date on which the Contractor advises the State of the amount due. This provision shall not apply if the State's appropriation is reduced or eliminated as provided in Section 4 of these Special Provisions.

8.7 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of the Agreement.

5. Delete Section 10. **TERMINATION.**

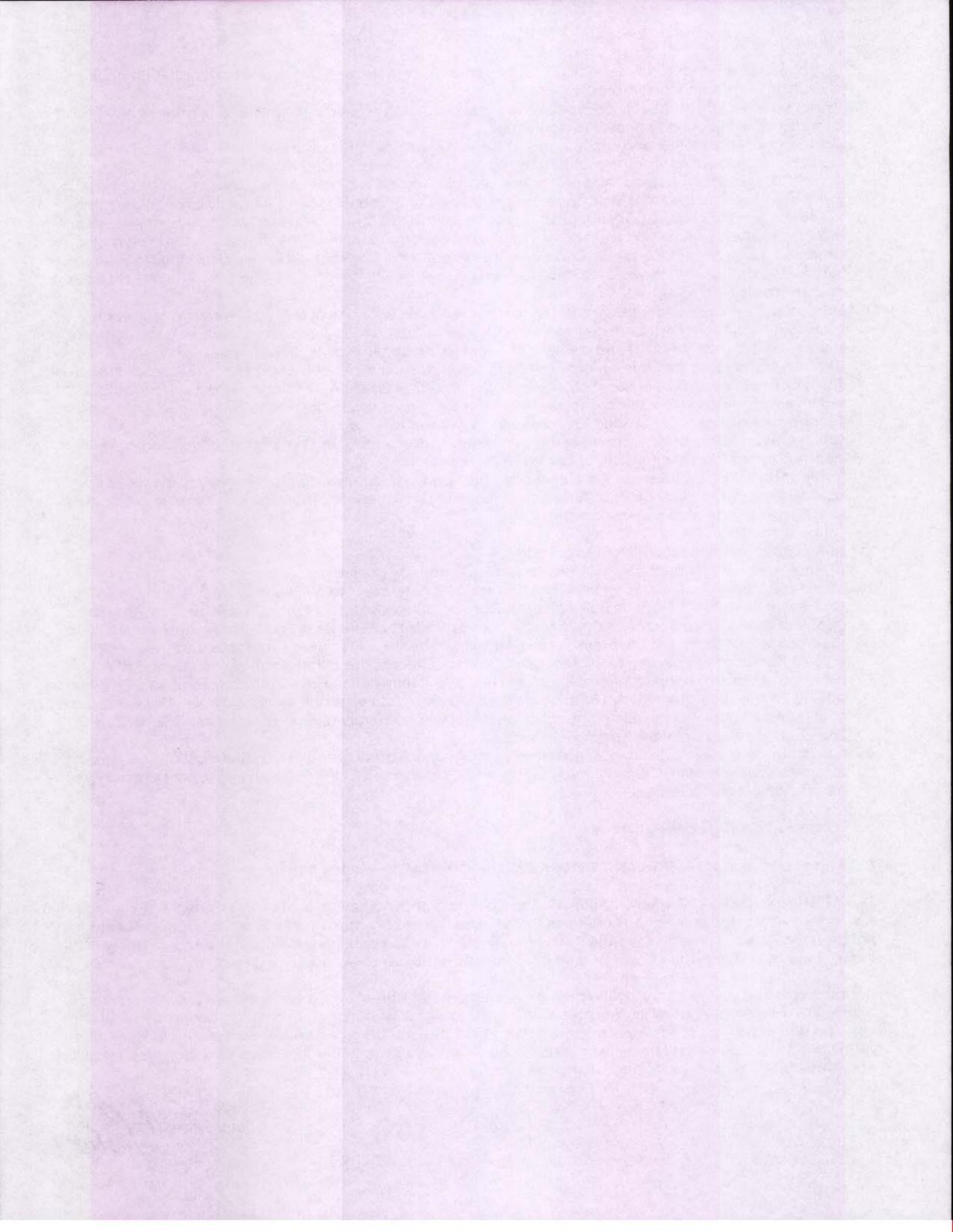
6. Replace Section 12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS** with the following:

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services, which consent shall not be unreasonably withheld. The State shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Contractor, which consent shall not be unreasonably withheld.

The assignment or transfer of any rights under this Agreement shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of this Agreement, which consent shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

Contractor Initials

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In the event the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the contract with the Contractor or its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor or its successors for such period of time as determined necessary by the State; or immediately terminating the Agreement without penalties, fees or legal action including, but not limited to the Early Termination under Section 8.6 of these Special Provisions.

7. Replace Section **13. INDEMNIFICATION** with the following:

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities or penalties asserted against or suffered by the State, its officers and employees on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Contractor with respect to the distribution or consumption of electricity before the Point of Delivery.

8. Replace Section **14. INSURANCE** with the following:

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence.

14.2 The policy described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire<sup>4</sup> by the N. H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

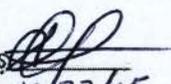
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewals(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and or incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

9. Replace **16. WAIVER OF BREACH** with the following:

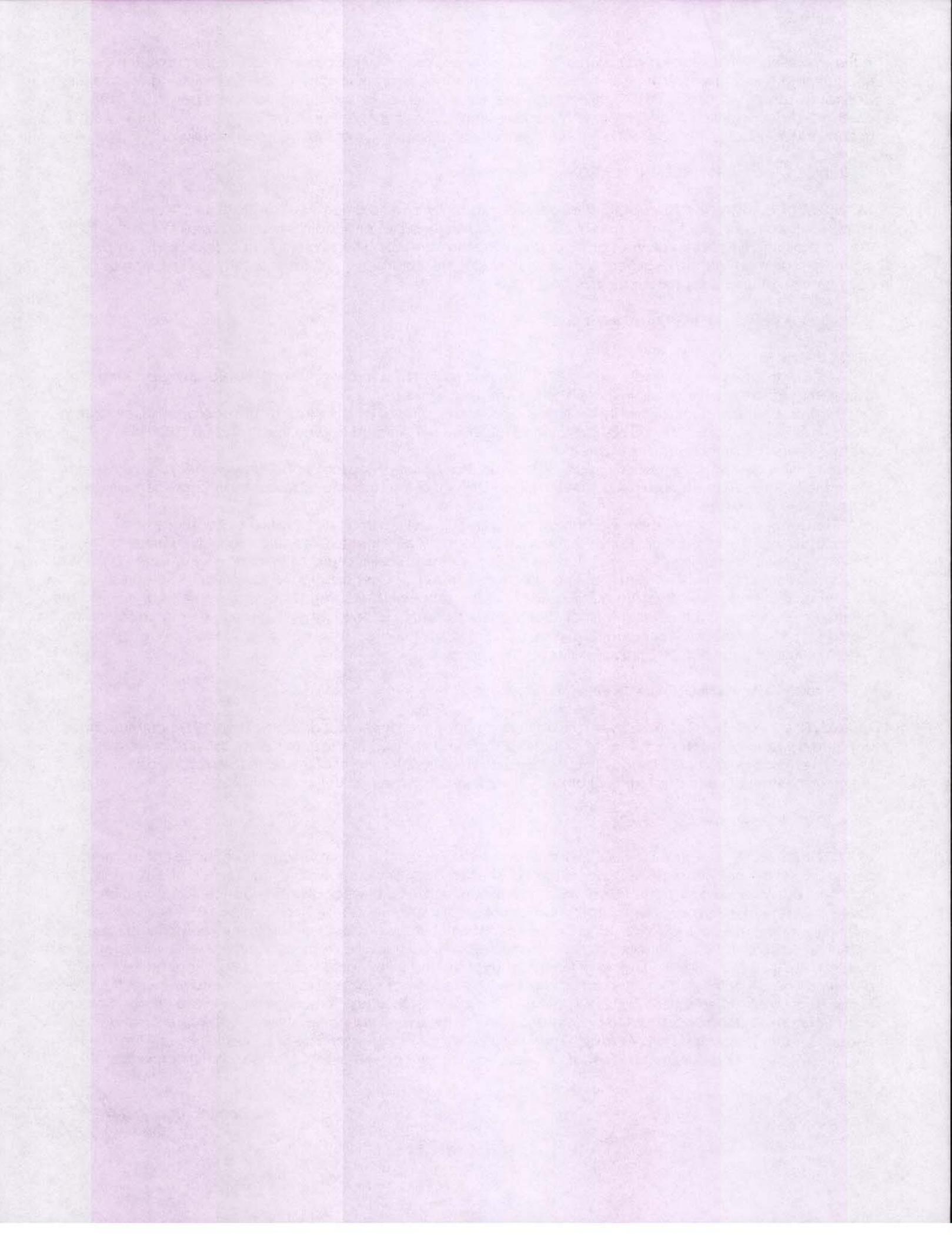
**16. WAIVER OF BREACH.** No failure by a Party to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the other Party.

10. Add the following section:

**25. FORCE MAJEURE.** A "Force Majeure" event or circumstance shall be one in which a Party is prevented from performing and in not within the reasonable control of either party or the result of the negligence of either Party including, but not limited to, acts of God; strikes; black outs; riots; acts of wear; civil disturbance; sabotage; facility failure; curtailment, disruption, or interruption of distribution, transmission, or supply; declaration of emergency by the Utility or ISO; regulatory or legislative action; action or restraint by court order of governmental authority; epidemics; acts of Government; fire; nuclear accidents; earthquakes; unusually severe weather. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required by disaster or emergency. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided,

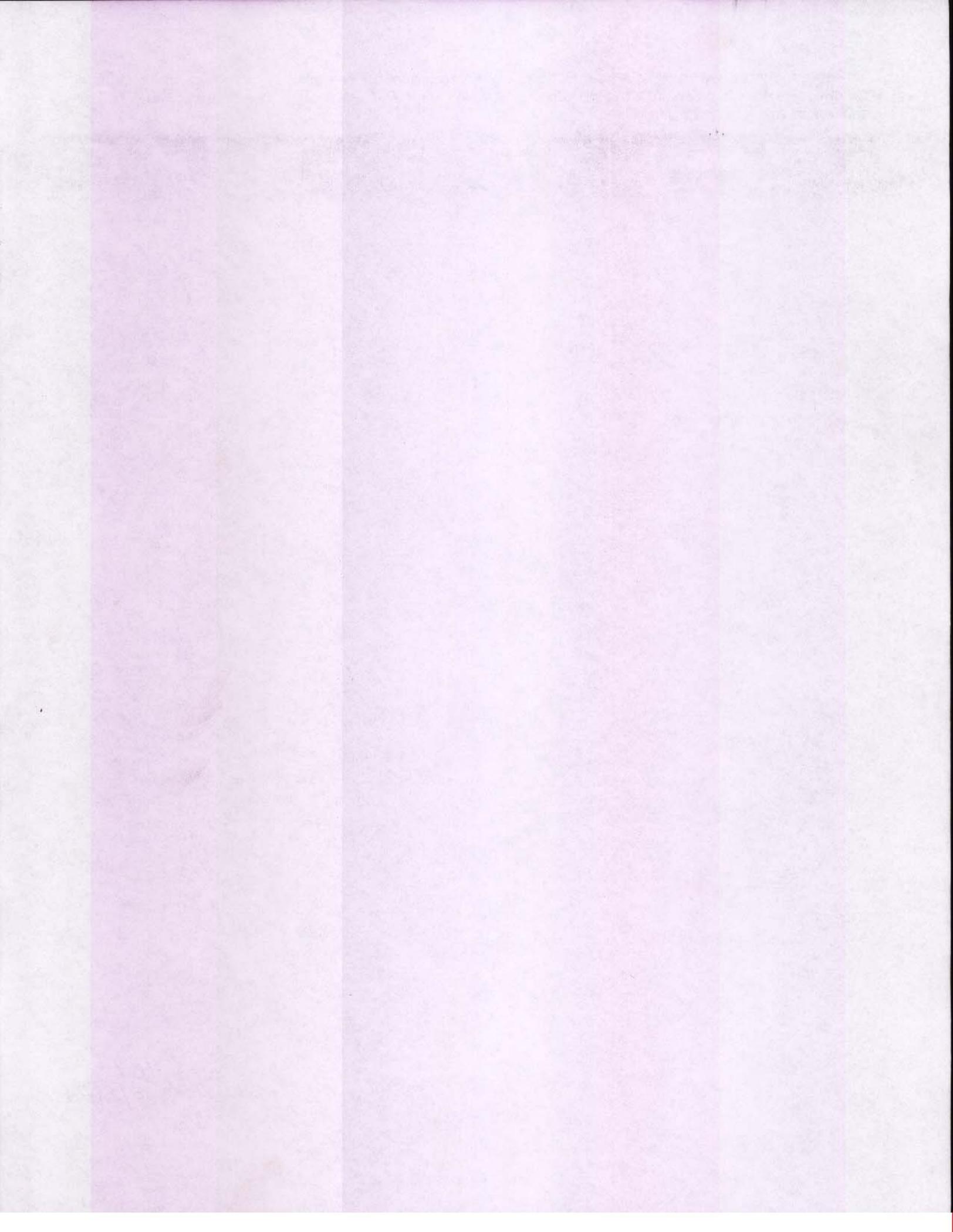
Contractor Initials 

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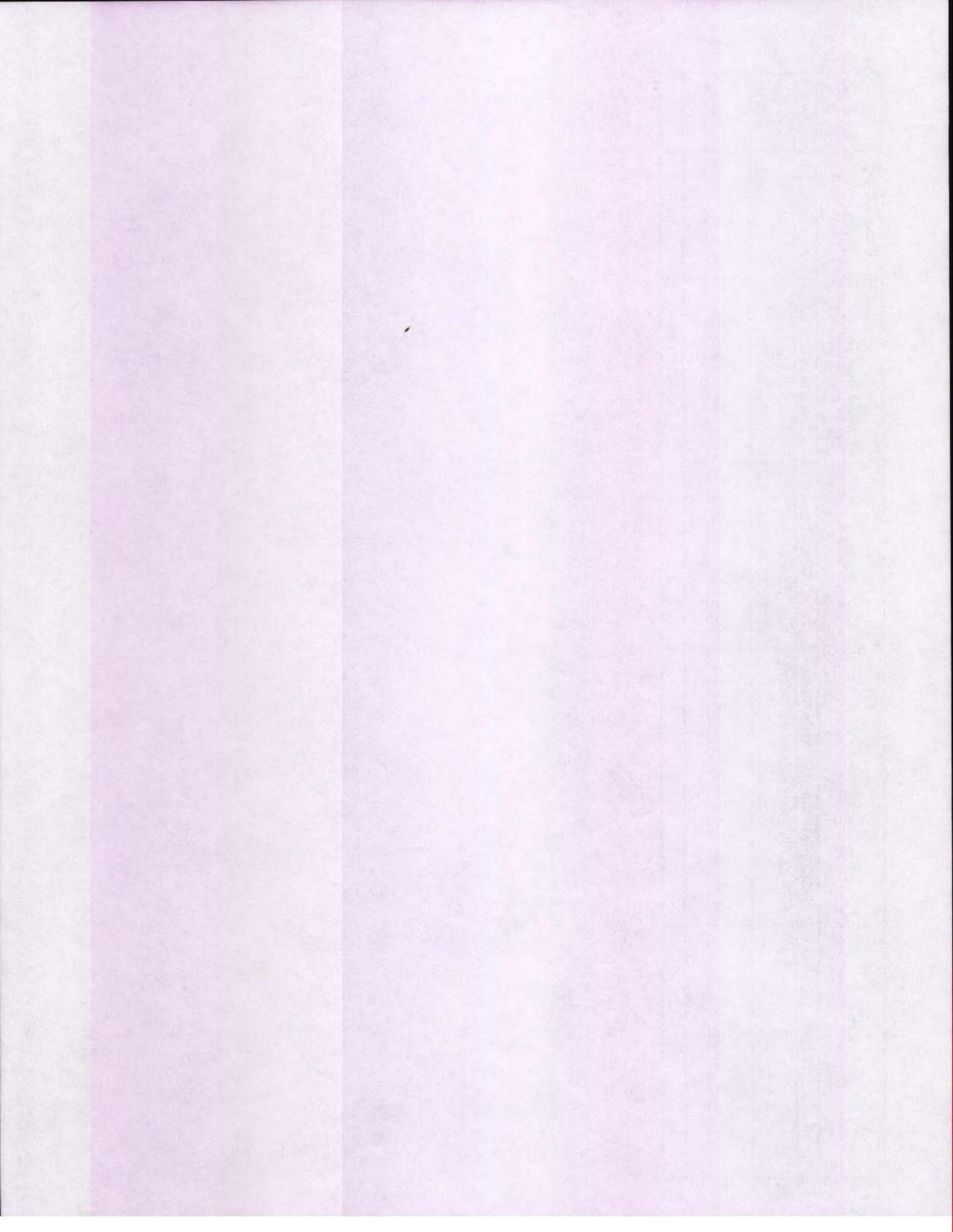
however, that no provision of this Agreement shall be interpreted to require Contractor to deliver, or the State to receive, electricity at any point other than Point of Delivery. Force Majeure shall not include either Party's decision to shut down, sell, or relocate its facilities.

Contractor Initials DP  
Date 10/23/15



ATTACHMENT A

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)	Name Key
<b>GROUP B</b>					
DRED	(FRN00) Fran Notch S.P Main Meter	80007920319	Eversource Energy	13,432,120	CANN
DRED	(FRN30) - Peabody Wastewater Plant No bid	56833051006-534211007	Eversource	10,790	CANN
DRED	(CAN58) - Peabody Trash Compactor	56619941073-241211004	Eversource	1,550	CANN
			<b>Total (Group B)</b>	<b>13,444,460</b>	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies of New England  133 Federal Street 2nd Floor Boston, MA 02110	1-617-723-7775	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Mint Energy, LLC  One Rounder Way Burlington, MA 01803		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ESSEX INS CO	NAIC # 39020
		INSURER B: ALLMERICA FIN BENEFIT INS CO	41840
		INSURER C: SCOTTSDALE INS CO	41297
		INSURER D: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 45288060

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			3EC0194	09/30/15	09/30/16	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ EXCLUDED \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWNA06641503	09/30/15	09/30/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XBS0056372	09/30/15	09/30/16	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	IJUB4406T86415	09/30/15	09/30/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
Department of Administrative Services  
Karen Rantamaki or deisgnee  
25 Capitol Street  
Room 113  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

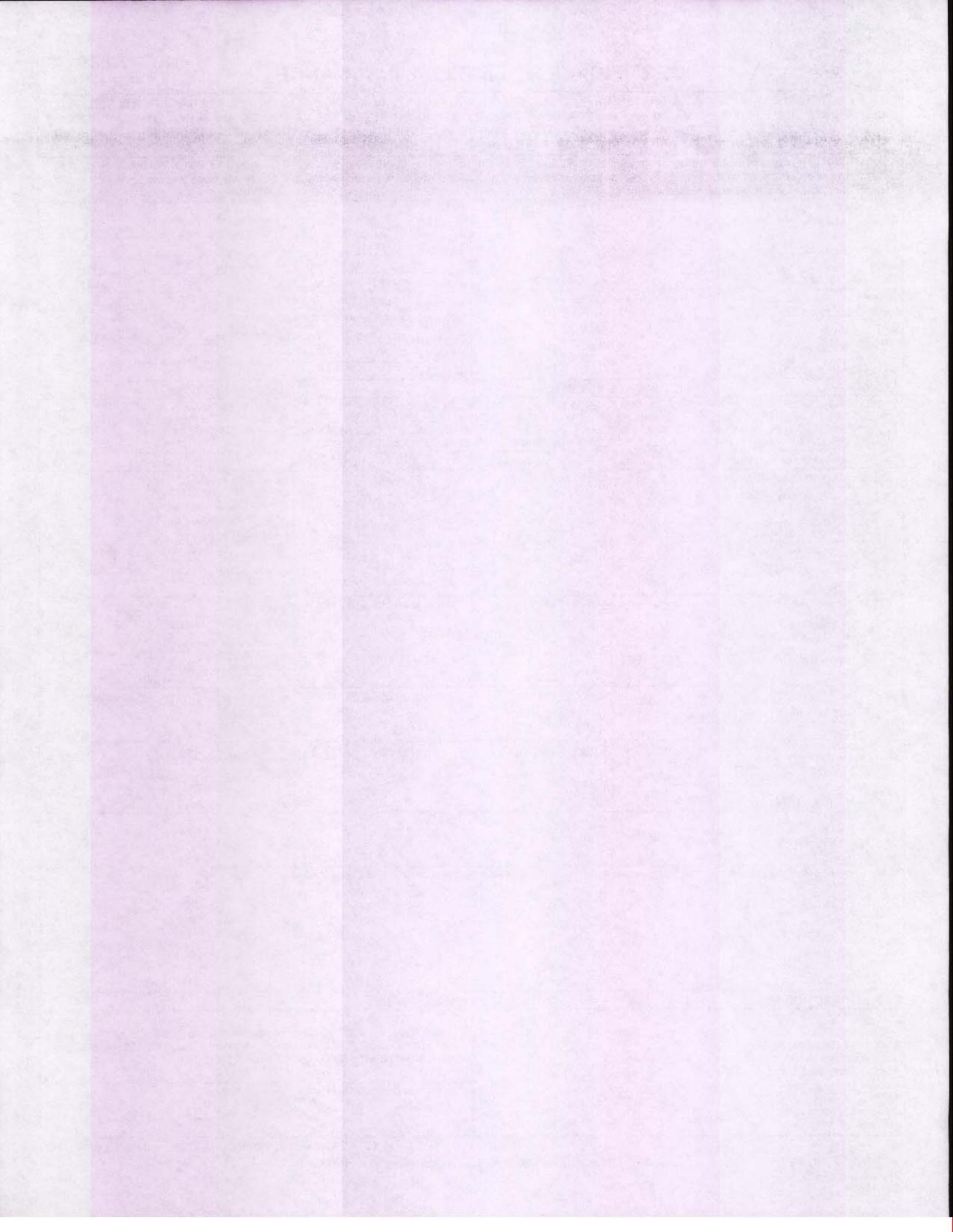
AUTHORIZED REPRESENTATIVE

USA

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ACORD 25 (2014/01)  
JFoleyBOSTON  
45288060

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### Certificate of Authority

Pursuant to § 3.2 of the Mint LLC Operating Agreement, both Managers of Mint Energy expressly authorize the individuals named below, as previously authorized by at least one Manager to the extent of that Manager's own signing authority, and within each individual's capacity and as reasonably necessary to complete their responsibilities for Mint Energy, to execute agreements on the company's behalf moving forward, as well as expressly authorizing previous signings of agreements by these individuals also authorized by a Manager, and within those individual's capacities and as reasonably necessary to complete their job functions:

Stephanie Passley-Lee  
John Allario  
Beverly Gaudet  
Douglas Denny-Brown  
John Vieira  
John M. Kennedy

Dated: October 23, 2015

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

Manager, David S. Reinfeld

A handwritten signature in black ink, appearing to read "Louis A. Frate", written over a horizontal line.

Manager, Louis A. Frate

