



DM 16-064

GLOBAL MONTELLO GROUP CORP. 800 South Street P.O. Box 9161 Waltham, MA 02454-9161 ph: 781-894-8800 fx: 781-398-9000

January 13, 2016

**VIA FEDERAL EXPRESS**

NHPUC 15JAN16PM3:18

**New Hampshire Public Utilities Commission**

Debra Howland, Executive Director  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429

**Re: DM 10-337, Global Montello Group Corp.'s  
Competitive Natural Gas Supplier Renewal Application**

Dear Ms. Howland:

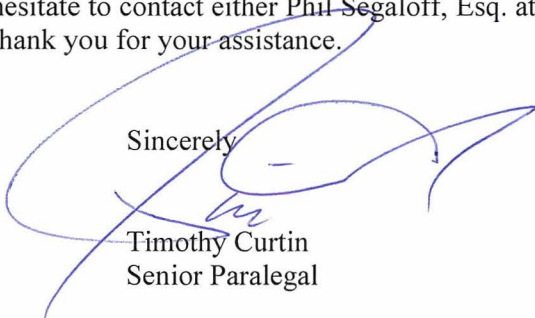
Enclosed for your review and approval on behalf of Global Montello Group Corp., kindly find the following:

1. One (1) original, three (3) copies and one copy on CD of Global Montello Group Corp.'s Competitive Natural Gas Supplier Renewal Application and all Exhibits attached thereto;
2. A copy of the Amended and Restated Guarantee dated February 28, 2011, which is being submitted pursuant to PUC 3003.03 and remains in full force and effect.
3. Check in the amount of \$250.00 to cover filing fees; and
4. Self-addressed stamped return envelope.

Please provide confirmation the above has been received, reviewed and approved by date-stamping the additional enclosed copy. If additional information is required, please send a letter to me at the address first listed above.

Should you have any questions please do not hesitate to contact either Phil Segaloff, Esq. at (781) 398-4436 or Amy J. Gould, Esq. at (781) 398-4033. Thank you for your assistance.

Sincerely

  
Timothy Curtin  
Senior Paralegal

Enclosures

cc: Jane Michelek (via email)  
Amy J. Gould (via email)  
Phil Segaloff (via email)

January 13, 2016

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

**Re: DM 10-337, Global Montello Group Corp.'s  
Competitive Natural Gas Supplier Renewal Application**

Dear Ms. Howland:

Please accept this letter as Global Montello Group Corp.'s formal written renewal application to continue providing services as a Competitive Natural Gas Supplier in the State of New Hampshire pursuant to New Hampshire Admin. Rules under Puc 3003.02, Puc 3003.03 and 3006.01. Following renewal, Global Montello Group Corp. will remain in compliance with all applicable requirements of Puc 3000. Global Montello Group Corp.'s renewal information is as follows:

- (1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state and, if available, its website address;  
**Global Montello Group Corp.**  
[www.globalp.com](http://www.globalp.com)
- (2) The applicant's business address, telephone number, and e-mail address;  
**800 South Street, Suite 500**  
**Waltham, MA 02453**  
**(781) 894-8800**  
[jmichalek@globalp.com](mailto:jmichalek@globalp.com)
- (3) The applicant's place of incorporation, if anything other than an individual;  
**Delaware**
- (4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

**Please see Annex A**

- (5) The following regarding any affiliate or subsidiary of the applicant which is conducting business in New Hampshire:

- a. The name, business address and telephone number of the entity;

**Alliance Energy LLC**  
**800 South Street, Suite 500**  
**Waltham, MA 02453**

**Drake Petroleum Company, Inc.**  
**800 South Street, Suite 500**  
**Waltham, MA 02453**

**Global Companies LLC**  
**800 South Street, Suite 500**  
**Waltham, MA 02453**

b. A description of the business purpose of the entity; and

**Alliance Energy LLC:** Own and/or operate gas station and convenience store locations within the State.

**Drake Petroleum Company, Inc.:** Own and/or operate gas station and convenience store locations within the State.

**Global Companies LLC:** Wholesale supply and distribution of petroleum products.

c. A description of any agreement(s) with any affiliated New Hampshire LDC(s);

None

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

**Jane Michalek, Vice President, Delivered Natural Gas**  
**800 South Street, Suite 500, P.O. Box 9161**  
**Waltham, MA 02454-9161**  
**(781) 398-4258**  
**[jmichalek@globalp.com](mailto:jmichalek@globalp.com)**

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries.

**Edward J. Faneuil, Esq., General Counsel**  
**800 South Street, Suite 500, P.O. Box 9161**  
**Waltham, MA 02454-9161**  
**(781) 398-4211**  
**[efaneuil@globalp.com](mailto:efaneuil@globalp.com)**

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

**Corporation Service Company d/b/a Lawyers Incorporating Service**  
**10 Ferry Street, Suite 313**  
**Concord, NH 03301**  
**(800) 927-9801**

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

**Please see attached Annex B (Certificate of Authority).**

(10) A list of LDCs in New Hampshire through which the applicant intends to provide service. To the extent an applicant does not intend to provide service in the entire franchise area of an LDC, this list shall delineate the cities and towns where the applicant intends to provide service;

- **Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities**
- **Northern Utilities, Inc. d/b/a UNITIL**

(11) A description of the types of customers the applicant intends to serve;  
**Industrial and Commercial Customers**

(12) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of natural gas;

**None**

(13) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

- For partnerships, any of the general partners;  
**No felony convictions.**
- For corporations, any of the officers, directors or controlling stockholders; or  
**No felony convictions.**
- For limited liability companies, any of the managers or members;  
**No felony convictions.**

(14) A statement as to whether the applicant or any of the applicant's principals:

- Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

**None**

- Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

**In addition to its gas supplier activities, Global Montello Group Corp. is also the owner/lessee and operator of a sizeable portfolio of gas station and convenience store locations in the Northeast. In the ordinary course of its gas station and convenience store business, Global receives customer complaints from time to time (some of which may have alleged violations of consumer protection laws or statutes), and Global responds promptly to such complaints and, as necessary, immediately institutes corrective actions to remediate the same.**

- Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

**Global Montello Group Corp. is not subject to any criminal or regulatory investigations involving any state or federal consumer protection law or regulation. As stated above, Global Montello Group Corp. is also the owner/lessee and operator of a sizeable portfolio of gas station and convenience store locations in the Northeast. In the ordinary course of its gas station and convenience store business, Global receives customer complaints from time to time (some of which may have alleged violations of consumer protection laws or statutes), and Global responds promptly to such**

**complaints and, as necessary, immediately institutes corrective actions to remediate the same.**

- (15) If an affirmative answer is given to any item in (13) or (14) above, an explanation of the event;

**Please refer to numbers (13) and (14) above.**

- (16) For those applicants intending to telemarket, a statement that the applicant shall:

- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
- b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and;
- c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

**Global Montello Group Corp. does no telemarketing. It will comply with the requirements of this Part 16 if and to the extent it commences telemarketing.**

- (17) For those applicants that intend not to telemarket, a statement to that effect;

**Global Montello Group Corp. does no telemarketing. It will comply with the requirements of this Part 16 if and to the extent it commences telemarketing.**

- (18) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the LDC's billing service;

**Please see Annex C Attached hereto.**

- (19) A copy of any customer contracts or representative samples of contracts the applicant intends to use;

**Please see Annex D Attached hereto.**

- (20) A statement that the CNGS has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements;

**To the extent that Global Montello Group Corp. has agreements with, or intends to enter into new agreements with, aggregators providing service to New Hampshire customers, Global Montello Group Corp has, or will, verify the registration of any such aggregator.**

- (21) A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete; and

**Please see Annex E attached (statement).**

(22) The signature of the applicant or its representative.

The contents of this application are truthful, accurate and complete

**Global Montello Group Corp.**

By: Jane Michalek  
**Jane Michalek**  
**Vice President, Delivered Natural Gas**



The undersigned, the Secretary of Global Montello Group Corp. (the "Company"), hereby certifies that:

Jane Michalek, Vice President, Delivered Natural Gas of the Company, Dennis Bowersox, Vice President, Manager Industrial Fuels Marketing of the Company and Perry Bernstein, Vice President, Power and Natural Gas Marketing of the Company, be and each of them hereby is authorized to execute any and all applications, amendments and renewals relating to the license, registration and renewal of natural gas and electricity registrations in the following states: Connecticut, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania and Rhode Island, including, but not limited to, the following: Natural Gas and Electric License Applications, Supplier and Electricity Broker License Applications; Competitive Supplier and Electricity Broker License Applications, Supplier and Retail Agent License Applications; Public Utilities Commission Registration Form for Gas or Electric Suppliers; and any local distribution, competitive registrations and amendments, and any interstate pipeline registrations and amendments necessary and applicable to continue the conduct of the natural gas and electricity brokerage businesses conducted by the Company prior to October 4, 2005.

Dated this 13<sup>th</sup> day of January, 2016.

A handwritten signature in blue ink, appearing to read "E. Faneuil", is written over a horizontal line. The signature is stylized with a large loop at the end.

Edward J. Faneuil, Secretary

**ANNEX A**

**NAME, TITLE AND BUSINESS ADDRESS OF ALL OFFICERS AND DIRECTORS**

**Eric Slifka, Director, President and Chief Executive Officer  
800 South St, Suite 500, Waltham, MA 02453**

**Daphne H. Foster, Chief Financial Officer  
800 South St, Suite 500, Waltham, MA 02453**

**Mark Romaine, Chief Operating Officer  
800 South St, Suite 500, Waltham, MA 02453**

**Edward J. Faneuil, Executive Vice President, Secretary and General Counsel  
800 South St, Suite 500, Waltham, MA 02453**

**Charles A. Rudinsky, Executive Vice President and Chief Accounting Officer  
800 South St, Suite 500, Waltham, MA 02453**

**Andrew Slifka, Executive Vice President  
800 South St, Suite 500, Waltham, MA 02453**

**Gregory B. Hanson, Treasurer  
800 South St, Suite 500, Waltham, MA 02453**

**Jane Michalek, Vice President, Delivered Natural Gas  
800 South St, Suite 500, Waltham, MA 02453**

**Dennis Bowersox, Vice President, Manager Industrial Fuels Marketing  
800 South St, Suite 500, Waltham, MA 02453**

**Perry F. Bernstein, Vice President, Power and Natural Gas Marketing  
Two Regency Plaza - Suite 3, Providence, RI 02903**



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Global Montello Group Corp. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 24, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of January, A.D. 2016

*William M. Gardner*

William M. Gardner  
Secretary of State



Global Montello Group Corp  
PO Box 9161  
800 South Street,  
Waltham, MA 02454

For billing inquiries, please contact us at [NGBilling@globalp.com](mailto:NGBilling@globalp.com) or 781-398-4014

Sample Invoice  
800 South Street  
Waltham, MA 02454-7680

## Invoice

Account #: 00000000  
Invoice Date: December 17, 2015  
Invoice #: 12345678  
Due Date: January 19, 2016  
Prior Due: \$0.00  
Current Due: \$0.00  
Prior Period Adjustments: \$0.00  
Late Fee: \$0.00  
Total Due: \$0.00

**Customer:**

Sample

**Utility:**

Energy North

**Meter Read Dates:**

10/16/15 - 11/13/15

**Metered Usage:**

75.08

Commodity	LDC#	Meter Read Start	Meter Read End	Usage-Dth	Price	Extension
Contracted Volume - Oct	00000000	10/16/2015	10/31/2015	27.35	\$0.00	\$0.00
Within Swing Bandwidth - Oct	00000000	10/16/2015	10/31/2015	2.74	\$0.00	\$0.00
Usage Outside Bandwidth - Oct	00000000	10/16/2015	10/31/2015	11.33	\$0.00	\$0.00
Contracted Volume - Nov	00000000	11/01/2015	11/13/2015	29.47	\$0.00	\$0.00
Within Swing Bandwidth - Nov	00000000	11/01/2015	11/13/2015	2.95	\$0.00	\$0.00
Usage Outside Bandwidth - Nov	00000000	11/01/2015	11/13/2015	1.24	\$0.00	\$0.00
<b>Total Current Charges:</b>						<b>\$0.00</b>

Account #	Dates	Meter #	Delivery Address	Monthly Metered Usage
000000000	10/16/15 - 11/13/15		800 South Street Waltham MA	75.08

Going paperless? If you would prefer to have your invoice emailed, please send your email to us at [NGBilling@globalp.com](mailto:NGBilling@globalp.com)



Amc & D

## NATURAL GAS SALES AGREEMENT

#

**Buyer:**  
**Address:**  
**Contact:**  
**Email:**  
**Phone:**

**Seller:** GLOBAL MONTELLO GROUP CORP.  
**Address:** 800 South Street, Suite 500  
Waltham, MA 02454  
**Contact:** Contract Manager  
**Email:** ngsupport@globalp.com  
**Phone:** (781) 398-4014

<b>Service Location(s)</b>	See Exhibit A
<b>Delivery Point(s)</b>	See Exhibit A
<b>Term</b>	_____ months starting on the first meter read on or after _____.
<b>Performance Obligation</b>	Buyer's and Seller's performance obligations hereunder shall be firm
<b>Monthly Contract Volume</b>	See Exhibit B
<b>Contract Price (per Dth)</b>	
<b>Product Description</b>	
<b>Excess and Deficit Deviation Volume Price (per Dth)</b>	
<b>Special Provisions</b>	Local Distribution Company ("LDC") mandatory capacity charges shall be added to Contract Price, if applicable.
<b>Invoicing and Payment</b>	Invoices are due 20 days following invoice date. Interest to accrue at 18% annually, compounded daily.

<b>Buyer's Invoice Address</b>	<b>Seller's Payment Information</b>
<i>Invoice will be sent to:</i>	<i>Payment shall be submitted to:</i>
	If Mailed: Global Montello Group Corp.
	Attention: Natural Gas
	800 South Street, Suite 500
	Waltham, MA 02454
	If wire transfer: Bank of America
	Account Number: 004640415297
	ABA Wire Routing Number: 026009593

THIS AGREEMENT MUST BE SIGNED BY BUYER AND RETURNED TO SELLER PRIOR TO \_\_\_\_\_ PM OF DATE NOTED ABOVE;  
AND IS SUBJECT TO: 1) THE TERMS & CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF, 2) SELLER'S  
APPROVAL OF BUYER'S CREDIT, AND 3) SELLER'S AUTHORIZED SIGNATURE BELOW.

**Buyer**

**GLOBAL MONTELLO GROUP CORP.**

\_\_\_\_\_  
Authorized Agent (Printed Name)

\_\_\_\_\_  
Perry F. Bernstein

Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vice President: Power & Natural Gas

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXHIBIT A

[illegible]

If any Service Location is closed, sold, or changed by Buyer in a manner that materially changes natural gas consumption or that Service Location, Buyer shall notify Seller promptly of such closure, sale or material change. Buyer shall be responsible for any costs, penalties or other charges incurred by Seller as a result of Buyer's closure, sale, or material change.

Buyer's Initials: \_\_\_\_\_



## EXHIBIT B

### MONTHLY CONTRACT VOLUME In Dth

Dated \_\_\_\_\_

Month	2015	2016	2017
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Annual Total			

By initialing this Exhibit B, Buyer assumes responsibility for the accuracy of the Monthly Contract Volume(s) noted above.

Buyer's Initials: \_\_\_\_\_



## TERMS & CONDITIONS

1. **SUBJECT MATTER AND QUANTITY:** Subject to the terms and conditions herein, Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, 100% of Buyer's natural gas requirements for those service locations set forth on Exhibit A to this Agreement. Buyer and Seller performance obligations hereunder shall be firm meaning that neither Buyer nor Seller may interrupt its performance without liability unless such performance is prevented by an event of Force Majeure as defined in Section 13 below.
2. **PRICE:** Buyer shall pay for all volumes delivered by Seller and received by Buyer in accordance with the Contract Price, Product Description, and Excess and Deficit Deviation Price above. Where Buyer's account consists of multiple daily and non-daily meters, for purposes of calculating Excess and Deficit Deviation Volume, Seller shall treat each LDC Meter No. separately, combining, where applicable, LDC Meter Nos. with common billing cycles only.
3. **REPLACEMENT INDEX:** If the Contract Price, Product Description, or Excess and Deficit Deviation Price incorporates an index and the index is not published on any day for any reason or if the Seller reasonably determines that a material change in the formula for the method of determining the Contract Price, Product Description, or Excess and Deficit Deviation Price has occurred, then Seller will use a commercially reasonable replacement price as calculated in Seller's sole discretion.
4. **PRIMARY TERM:** Subject to LDC enrollment, this Agreement shall be in effect for the Term.
5. **EVERGREEN TERM:** This Agreement shall continue in effect beyond the primary term for successive month-to-month periods, at an industry published index rate plus ten (10) percent per dth, plus any applicable industry rates for the delivering pipeline to the city-gate plus/minus applicable market components, including, without limitation, transportation charges, intrastate pipeline charges, market differentials, and broker fees, if applicable, unless terminated by either party by giving not less than thirty (30) days prior written notice to the other prior to the end of the primary term, or at the end of any aforementioned renewal period.
6. **TITLE AND RISK OF LOSS:** Title to, possession of, and risk of loss of natural gas shall pass to Buyer at the Delivery Point(s).
7. **BILLINGS, PAYMENT AND CREDIT:** Seller shall deliver to Buyer an invoice based upon Buyer's actual gas usage for the month, as measured at the Delivery Point ("Actual Quantity"). In the event of any dispute concerning the Actual Quantity, the LDC shall be the final arbitrator. If the measurement of the Actual Quantity delivered is not available (or is subsequently amended), the invoice will be prepared based upon estimates or amendments. Seller shall make appropriate adjustments to reflect Actual Quantity delivered on the following month's invoice, or as soon thereafter as Actual Quantity information is available. Buyer shall pay Seller based upon the invoice, in accordance with the instructions on the invoice. If Buyer fails to pay the entire amount of the invoice when due, Seller may, at Seller's option and in addition to the remedies set forth in Section 12 below, suspend deliveries of gas, and/or charge interest on the unpaid portion at a rate equal to the lesser of a) one and one-half of one percent (1.5%) per month, or b) the highest rate allowed by law from the date such payment is due until the same is paid. Buyer further agrees to indemnify and save Seller harmless against all costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts past due. Each sale made hereunder is subject to appropriate review and approval by Seller's credit department. If during the term hereof, Seller, in its sole good faith opinion, determines that there has been a material change in Buyer's credit status or financial condition, or if Buyer exceeds its credit limit with Seller, Seller may require Buyer to secure payment prior to delivery in a form and manner acceptable to Seller.
8. **TRANSPORTATION:** Buyer is responsible for compliance with the LDC tariff. Seller shall nominate and pay for any transportation charges for the delivery of Actual Quantity at the Delivery Point(s). Buyer shall arrange and pay for and/or reimburse Seller for, any LDC related charges (e.g. transportation retention volumes, commodity costs and all transportation and balancing costs) arising at or after the Delivery Point.
9. **OTHER CHARGES:** Buyer is responsible for communicating to Seller (contact: gmg@globalp.com) any Excess or Deficit Deviation Volume anticipated by Buyer by 8:30 am EST on the business day prior to when such Excess or Deficit Deviation Volume is required ("Nominated Deviation Volume"). In addition to all other amounts due to Seller, Buyer shall be responsible for and shall reimburse Seller for all Balancing Charges unless Buyer notifies Seller of Nominated Deviation Volume. "Balancing Charges" are fees imposed by the LDC on Seller for any costs or penalty charges imposed on Seller as a result of Buyer's receipt of quantities of natural gas greater or less than the Monthly Contract Volume, Daily Ratable Contract Volume or Billing Period Contract Volume, as applicable, plus or minus any Nominated Deviation Volume.
10. **MATERIAL USAGE DEVIATION:** If there is a Material Usage Deviation, in addition to all other amounts due Seller, Buyer will be responsible for the losses and costs, including but not limited to the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the Monthly Contract Volume and Actual Quantity ("Material Usage Deviation Charges"). "Material Usage Deviation means any deviation in Actual Quantity at the Service Location(s) listed in Exhibit A that is greater than +/- 20% of the Monthly Contract Volume.
11. **DISPUTED AMOUNT:** If Buyer in good faith disputes the amount of any such invoice, Buyer shall pay such amount as it concedes to be correct provided Buyer provides Seller written supporting documentation at the time of payment. Buyer and Seller shall in good faith thereafter utilize 'best efforts' to resolve the disputed amount within ninety (90) days from date the dispute is first raised. In the event Buyer and Seller are unable to resolve such dispute within the ninety (90) day period, either Buyer or Seller may pursue any remedy available hereunder.
12. **DEFAULT:** In the event i) Buyer fails to pay the entire amount of any invoice when due and does not provide written supporting documentation per Section 11 above, ii) Buyer, upon reasonable request of Seller, fails to provide adequate security or assurance of payment prior to delivery per Section 7 above, or iii) Buyer breaches any other provision of this Agreement, Seller may, in addition to all other legal remedies, declare an early termination to this Agreement provided Seller so notifies Buyer in writing 10 days prior to the date of such early termination. In the event of early termination, all supply obligations of Seller shall terminate, Buyer shall return to LDC service or make other supply arrangements, and all obligations of Buyer arising prior to the date of early termination shall become immediately due and payable, including but not limited to a) payment of all outstanding invoice amounts, b) payment of interest on any unpaid portion as allowed by law and c) compensation to Seller in full of Seller's loss in liquidating at market any remaining supply obligations purchased on behalf of Buyer. In the event of early termination, Buyer further agrees to indemnify and save Seller harmless against all costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts past due.
13. **FORCE MAJEURE:** Except as specifically provided to the contrary herein, inability or failure of either party to perform pursuant to this Agreement will not be the basis of claims for damages sustained by either party or for breach of contract when due to force majeure (being any causes or contingencies reasonably beyond the control of the party claiming force majeure that could not have been prevented by the exercise of due diligence by such party including but not limited to acts of God, strikes, fires, floods, earthquakes, explosions, storms, or storm warnings, gas pipeline failure, firm transportation interruption or curtailment, declaration of force majeure by Seller's supplier, interruption or curtailment of storage withdraw and/or any



other weather related event affecting the New England geographic region). The party suffering the event of force majeure shall give notice of such event of force majeure in reasonably full particulars to the other party as soon as reasonably possible. The performance obligation(s) of the party declaring force majeure shall be suspended upon the delivery of written notice of the force majeure event to the other party. Any such event of force majeure shall be remedied with reasonable dispatch. In the event Seller declares an event of Force Majeure relative to its supply obligation, Seller shall utilize LDC(s) cash-out provision to meet Buyer's actual gas usage requirements, and Buyer shall be responsible for the cost thereof. In the event Buyer declares an event of Force Majeure relative to its purchase obligation, Seller shall utilize "commercially reasonable efforts" in liquidating any undeliverable gas on behalf of Buyer and crediting Buyer market price therein. Notwithstanding the provisions of this Section 13, nothing contained in this Agreement shall relieve Buyer of the obligation to pay in full the purchase price or any other amounts due for natural gas actually delivered and received hereunder.

**14. LIMITATIONS OF LIABILITIES:** Except as otherwise explicitly set forth in this Agreement, the liability of a party breaching the provisions of this Agreement shall be limited to the direct cost of replacement or disposal of the volumes of natural gas that are not delivered or taken only. **SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. BUYER AGREES TO INDEMNIFY SELLER FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE INCLUDING REASONABLE ATTORNEY'S FEES, AMOUNTS PAID TO SETTLE DISPUTES, PAY JUDGMENTS, FINES OR OTHER PENALTIES INCURRED BY SELLER IN CONNECTION WITH THIS AGREEMENT.**

**15. TAXES:** Neither the Contract Price nor the Deviation Volume Price includes, and Buyer hereby agrees to be responsible for, any applicable taxes with respect to the sale of gas hereunder arising on, at, or after the Delivery Point, including, but not limited to, any state or local gas revenue, utility, energy, gross receipts, sales or use taxes imposed at any time during and/or after the term of this Agreement. All sales, excise, and other taxes which are imposed with respect to the sale of natural gas to Buyer or which are incurred after the Delivery Point will be billed separately to Buyer. If Buyer is exempt from any such taxes, Buyer is responsible for identifying and filing appropriate exempt documentation with Seller. Any new taxes enacted after the date of execution of this Agreement, or modifications to existing taxes will be the Buyer's responsibility regardless of where such new taxes or modifications are assessed. Buyer shall reimburse Seller in the event Seller is required to remit any tax upon any transaction or occurrence arising under the terms of this Agreement. Said taxes shall remain the responsibility of the Buyer beyond the term of this Agreement.

**16. ASSIGNMENT:** This Agreement may not be assigned by Buyer without the prior written consent of the Seller, which consent shall not be unreasonably withheld. This Agreement shall inure to and be binding upon the parties hereto and upon their respective successors, heirs, and assigns.

**17. APPLICABLE LAW AND REGULATIONS:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**18. DISPUTES:** Any disputes, other than a dispute as to usage per Section 7 above, shall be resolved between the parties as follows: Either party may initiate arbitration, to be held in Boston, Massachusetts, upon thirty (30) days written notice to the other party. Such arbitration shall be held before a single arbitrator or, if the parties are unable to agree within fifteen (15) days from the date of said notice upon a single arbitrator, then each of the parties shall select an arbitrator, the two (2) of whom shall designate a third arbitrator to conduct the proceeding. The parties shall also agree upon a set of rules for the conduct of the arbitration, but in the event they are unable to do so prior to the expiration of the thirty (30) day notice period, the arbitration shall be conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"). The arbitrator shall render a written decision within fifteen (15) days following the conclusion of testimony and examinations and such decision shall be final, conclusive and binding on the parties. Judgment upon the award by the arbitrator may be entered in any court having jurisdiction.

**19. CHANGE IN LAW AND/OR REGULATION:** If a new Law and/or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to, any existing Law and/or Regulation that results in increased costs and/or expenses to Seller that would not have occurred but for such enactment or change in Law and/or Regulation, and such enactment or change in Law and/or Regulation affects any transactions then in effect, Seller shall have the right to pass on such increased costs and/or expenses to Buyer. For purposes of this provision "Law and/or Regulation" shall mean any law, rule, regulation, ordinance, statute, judicial decision, administrative order, LDC operating guideline or protocol, customer capacity allocation, Receipt or Delivery Point restriction, limitation or re-allocation, LDC tariff, rule of the public utility commission, public service commission or similar state commission or agency having jurisdiction over Utilities and the natural gas distribution system of the federal, state or Commonwealth in which the account(s) are located.

**20. SPECIAL PROVISIONS:** Massachusetts: In compliance with 220 CMR 14.04(4)(d), any Buyer with an annual load of 7,000 therms or less, shall have the right to rescind this Agreement without charge or penalty, for a period of three (3) days after execution of this Agreement.

**21. ENTIRE AGREEMENT:** This Agreement, including the Transaction Confirmation(s) and any other exhibits, constitutes the entire Agreement between the parties and there are no other representations, warranties, understandings or other agreements except as set forth herein. This Agreement will supersede and replace any and all prior agreements between Buyer and Seller serving the facilities covered herein. Seller shall not be bound by, or responsible for, the representations, statements, warranties, understandings or other agreements made to Buyer by any broker, consultant or other third parties relative to this Agreement except by written consent of Seller. There will be no modification of this Agreement except by written consent of all parties. This Agreement and any Transaction Confirmation may be signed electronically and sent by facsimile or email, the signature and delivery of which shall be deemed to be that of an original.

**22. CONFIDENTIALITY:** This Natural Gas Sales Agreement and Terms & Conditions are CONFIDENTIAL between the parties hereto.

Buyer's Initials \_\_\_\_\_

## AMENDED AND RESTATED GUARANTY

In connection with its renewal application for registration as a competitive natural gas supplier in the State of New Hampshire and for the purpose of evidencing the financial security of **GLOBAL MONTELLO GROUP CORP.**, a Delaware corporation with its principal offices at 800 South Street, Suite 200, Waltham, MA 02454-9161 (hereinafter, the "**CNGS Applicant**") to the **NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION**, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429 ("**NHPUC**"), the undersigned, **GLOBAL PARTNERS LP**, a Delaware Limited Partnership with its principal offices at 800 South Street, Suite 200, Waltham, MA 02454-9161 ("**Guarantor**"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, irrevocably and unconditionally guarantees without prior notice, prompt payment and performance to NHPUC when due of any and all obligations of the CNGS Applicant to NHPUC and on behalf of the CNGS Applicant's New Hampshire customers, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising or acquired and in whatever form, together with all interest thereon and all attorneys' fees, costs and expenses of collection incurred by NHPUC in enforcing any such obligation or in enforcing this Guaranty against Guarantor (hereinafter the "**Obligations**"). Guarantor represents that it expects to derive an advantage from its subsidiary, the CNGS Applicant, being registered as a competitive natural gas supplier in the State of New Hampshire. Notwithstanding anything herein to the contrary, Guarantor's total aggregate liability hereunder (excluding any costs of collecting amounts due hereunder from Guarantor and interest accruing on amounts owing under this Guaranty as provided in the third paragraph hereof) shall not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (US\$350,000.00). This Amended and Restated Guaranty amends and restates in its entirety that certain Guaranty dated February 27, 2007.

Unless otherwise specified below, this shall be a continuing and absolute guaranty of any and all Obligations to which it applies or may apply under the terms hereof, and shall be conclusively presumed to have been created in reliance thereon. The undersigned waives: presentment, protest, and demand with respect to the Obligations covered by this Guaranty; notice of the acceptance of this Guaranty by NHPUC; notice of any advance, credit given, or other transaction resulting in any of such Obligations of the CNGS Applicant to NHPUC or to the CNGS Applicant's New Hampshire customers; and notice of any default in payment of any such Obligations or default in compliance therewith, whether or not such demand be made upon the CNGS Applicant. The undersigned also waives generally all suretyship defenses. Upon any default in payment of any such Obligations, the undersigned will unconditionally pay to NHPUC the amount thereof forthwith and also will pay an amount or amounts necessary to compensate NHPUC for such default in payment or in compliance with any other terms connected with such Obligations, all without suit or any step being required to be taken by NHPUC to enforce such Obligations.

Should the CNGS Applicant for any reason fail to pay any such indebtedness or liability when due, Guarantor promises to pay NHPUC such indebtedness or liability upon demand. The undersigned will pay on demand interest on all amounts due to NHPUC or to the CNGS Applicant's New Hampshire customers under this Guaranty from the time NHPUC first demands payment of this Guaranty at the greater of (a) the interest rate(s) set forth in the documents, instruments and agreements underlying the Obligations, and (b) an annual rate of interest equal to: (i) the prime



lending rate established from time to time by Bank of America, N.A. (or any successor institution); plus (ii) three (3%) percent. Notwithstanding any of the provisions contained in this Guaranty and in the documents, instruments and agreements underlying the Obligations, Guarantor shall not be required to make duplicative interest payments with respect to any of the Obligations.

The legal obligations of the undersigned hereunder shall not be affected by any fraudulent, illegal, or improper act by the CNGS Applicant, nor by any release, discharge, or invalidation, by operation of law or otherwise, of the Obligations, or by the legal incapacity of the CNGS Applicant, the undersigned, or any other person liable or obligated to NHPUC or to the CNGS Applicant's New Hampshire customers for or on the Obligations. Subject to the limitation on Guarantor's liability hereunder as set forth in the first paragraph of this Guaranty, interest and costs of collection shall continue to accrue and shall continue to be deemed Obligations guaranteed hereby notwithstanding any stay to the enforcement thereof against the CNGS Applicant or disallowance of any claim therefor against the CNGS Applicant. Further, interest accruing on the Obligations as provided in the immediately preceding paragraph hereof, and costs of collection of this Guaranty from Guarantor (but not costs of collecting the Obligations from the CNGS Applicant), shall not be subject to the limitation on Guarantor's liability hereunder.

This Guaranty shall not be affected by any extension or postponement or other indulgence NHPUC or the CNGS Applicant's New Hampshire customers may grant with respect to the guaranteed Obligations, or by any other guaranty or security which it may hold therefor including the substitution, release or exchange of collateral. A waiver on any one occasion shall not be construed as a waiver of any such right or remedy on any other occasion. NHPUC shall have no duty to marshal security, to sue or otherwise attempt collection from the CNGS Applicant or any other party or to take proceedings against any collateral or other property or to take any action of any kind prior to demanding and enforcing payment by Guarantor. Subject to revocation as hereinafter provided, this Guaranty shall continue until all the terms contained herein have been satisfactorily performed or otherwise discharged by the CNGS Applicant, and Guarantor shall not be released of any obligations hereunder as long as any claim of NHPUC or the CNGS Applicant's New Hampshire customers against the CNGS Applicant is not settled or discharged in full. All of NHPUC's and the CNGS Applicant's New Hampshire customers' rights, remedies, powers, privileges, and discretions under any other agreement or transaction with the undersigned, the CNGS Applicant or any such other person shall be cumulative and not alternative or exclusive of any rights or remedies which it would otherwise have, and may be exercised by NHPUC at such time or times and in such order of preference as NHPUC in its sole discretion may determine.

The obligations of Guarantor hereunder shall continue in full force and effect until revoked by Guarantor upon sixty (60) days written notice of revocation to NHPUC. Revocation shall have no effect on Guarantor's obligations with respect to services rendered or any indebtedness incurred or agreement entered into prior to the effective date of revocation. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after being deposited in the United States mail, first class postage prepaid; (iii) in the case of nationally recognized overnight courier services, one business day after delivery to the overnight courier service with payment provided for; or (iv) in the case of confirmed facsimile transmission, when sent, verification received; in each case addressed as follows:

if to Guarantor:

Global Partners LP  
800 South Street, Suite 200  
Waltham, MA 02454-9161  
Attn: Credit Manager  
Phone Number: 781-398-4377  
Fax Number: 781-398-4160

with a copy to:

Global Partners LP  
800 South Street, Suite 200  
Waltham, MA 02454-9161  
Attn: General Counsel  
Phone Number: 781-398-4211  
Fax Number: 781-398-9211

if to NHPUC:

New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429  
Attn: Executive Director and Secretary  
Telephone: 603-271-2431  
Fax: 603-271-3878

or to such other address as Guarantor or NHPUC may designate by notice to the other in accordance with the terms hereof.

This Guaranty shall be binding upon the undersigned, its legal representatives, successors and assigns, and shall inure to the benefit of NHPUC, its legal representatives, successors and assigns.

Guarantor warrants and represents to NHPUC that (a) all financial statements and other financial information concerning Guarantor furnished to NHPUC by Guarantor are true and correct in all material respects; (b) the execution, delivery and performance of this Guaranty by Guarantor will not violate any law, rule, judgment, order, agreement or instrument binding upon Guarantor, nor require the approval of any public authority or other third party; (c) Guarantor has full limited partnership power and authority to execute, deliver and perform this Guaranty; (d) the execution, delivery and performance of this Guaranty by Guarantor have been duly authorized by all necessary actions of Guarantor's general partner and do not and will not violate the provisions of, or constitute default under, any presently applicable law or Guarantor's limited partnership agreement or any agreement or instrument presently binding on it; and (e) this Guaranty has been duly executed and delivered by an authorized officer of the general partner of Guarantor and constitutes a valid and binding obligation of Guarantor, enforceable in accordance with its terms.

This Guaranty may not be modified except by a writing signed by the party to be charged.

Guarantor hereby agrees that this Guaranty shall be governed by the laws of the State of New Hampshire without reference to its principles of conflicts of laws. GUARANTOR AND NHPUC EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH THIS GUARANTY.

Any determination that any provision herein is invalid, illegal, or unenforceable in any respect in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance and shall not affect the validity, legality or enforceability of any other provision contained herein.


The obligations of the undersigned hereunder shall remain in full force and effect as to all Obligations, without regard to any reduction of the Obligations.

The undersigned certifies that the undersigned read this Guaranty prior to its execution.

IN WITNESS WHEREOF, this Guaranty is signed and sealed as of the 28<sup>th</sup> day of February, 2011.

GUARANTOR:

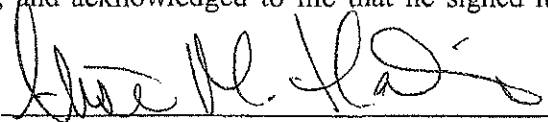
**Global Partners LP** (a Delaware limited partnership), by **Global GP LLC**, its general partner

By:   
Name: Thomas J. Hollister  
Title: CFO and COO

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 28<sup>th</sup> day of February 2011, before me, the undersigned notary public, personally appeared Thomas J. Hollister, proved to me through satisfactory evidence of identification, which was personal knowledge of the identification of Thomas J. Hollister, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: \_\_\_\_\_



ALISHA M. HANKINS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 14, 2015