



HESS CORPORATION

1 Hess Plaza
Woodbridge, NJ 07095

DAVID A. CETOLA
Director of Regulatory Affairs
Energy Marketing
(732) 750-7058
FAX: (732) 750-6670

May 7, 2013



VIA OVERNIGHT MAIL & E-MAIL
Debra A. Howland, Executive Director and Secretary
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429

Re: Hess Energy Marketing, LLC
Updated and Complete Competitive Natural Gas Supplier Application
DM - 13 - 121

Dear Secretary Howland:

Pursuant to the New Hampshire Code of Administrative Rules § Puc 3000 et seq. please find enclosed an original and two (2) copies of Hess Energy Marketing, LLC's Updated Competitive Natural Gas Registration Application. This application reflects the changes requested by Commission staff to Hess Energy Marketing, LLC's Initial License Application which was filed on April 23, 2013.

I have also enclosed an additional copy of this letter and the application package. In order to assist in our recordkeeping, please file stamp the additional copy set and return it to me in the self-addressed stamped envelope provided for that purpose. If you have any questions, please contact me at (732) 750-7058. Thank you in advance for your attention to this matter.

Sincerely,

David A. Cetola
Director of Regulatory Affairs

Enclosures
Cc: Robert Wyatt

New Hampshire Competitive Natural Gas Supplier
Revised Initial Application
Hess Energy Marketing, LLC– DM – 13-121

A CNGS shall include with its application for renewal a renewal fee of \$500.00.

Included in initial filing.

PUC 3003.01 Requirements

(a) Any CNGS seeking to sell natural gas to customers in the State of New Hampshire shall file with the commission an original and 2 copies of a registration application together with an electronic copy in a file format compatible with the computer system of the commission, pursuant to Puc 203.03.

Included in package.

(b) No CNGS shall sell, or offer to sell via mass media marketing or otherwise, natural gas to any customer until it has completed all aspects of the registration process required by Puc 3003, and has had its registration approved in accordance with Puc 3003.01(e).

Hess Energy Marketing, LLC has not engaged in any marketing in New Hampshire prior to approval.

(c) The registration application required by (a) above shall be in the form specified in Puc 3006.01.

See attached application.

(d) (1) Evidence of financial security as defined in Puc 3003.03

Please See Attachment A.

(2) Documentation sufficient to demonstrate that the CNGS is an approved shipper on the upstream pipelines and underground storage facilities on which the LDC will assign capacity, if any, to the CNGS; and

As a wholly-owned subsidiary of Hess Corporation, Hess Energy Marketing, LLC will have access to Hess Corporation's pipeline capacity. A letter from Hess Corporation authorizing this access has been included as Attachment B.

Hess Corporation is an approved Shipper on Tennessee Gas Pipeline. Proof of Hess' pipeline capacity on Tennessee Gas Pipeline has been included as Attachment C.

Moreover, Hess Corporation currently serves customers in New Hampshire through the Portland and Granite pipelines. To serve its customers Hess utilizes, at least in part, capacity assignments from Energy North Natural Gas d/b/a Liberty Utilities and Northern Utilities.

PUC 3006.01 Requirements

(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;

Hess Energy Marketing, LLC

(2) The applicant's business address, telephone number, and e-mail address;

***One Hess Plaza
Woodbridge, NJ 07095
Phone: (732) 750-6000
www.hess.com
qcsteam@hess.com***

(3) The applicant's place of incorporation, if anything other than an individual;

The State of 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 Attachment D for list of officers.

***Officers can be reached at:
One Hess Plaza
Woodbridge, NJ 07095
Phone: 732-750-6000
dcetola@hess.com***

(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;

Hess Energy Marketing, LLC is a wholly-owned subsidiary of Hess Corporation. Hess Corporation is a registered Competitive Natural Gas Supplier (License DM 11-282) .

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

Hess Energy Marketing, LLC is a wholly-owned subsidiary of Hess Corporation and will utilize the operations infrastructure of Hess Corporation. Hess Energy Marketing, LLC intends to supply natural gas to commercial and industrial customers in New Hampshire. Hess

Corporation is a leading retail energy provider in the Eastern United States and is a major supplier of natural gas to many East Coast LDCs. Hess is also the largest supplier of fuel oil to commercial and industrial customers and a major supplier of natural gas and electricity to large industrial, commercial and institutional end users.

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

Hess Energy Marketing, LLC is not affiliated with any New Hampshire LDC.

(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;

Quality Customer Service 1-800-437-7872 (HESS-USA).

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

Regulatory Contact

***David Cetola
Director of Regulatory Affairs
One Hess Plaza
Woodbridge, NJ 07095
Phone: (732) 750-7058
E-Mail: dcetola@hess.com***

Operations Contact:

***Debra Bateman
Operations Manager – New England
614 George Washington Highway
Unit 1A
Lincoln, RI 02865-4271
Phone: (401) 288-4878
E-Mail: dbateman@hess.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;

***CT Corporation System
9 Capitol Street
Concord, NH 03301
800-225-2034
randerson@sulloway.com***

(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 Attachment E.

(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;

Hess Energy Marketing, LLC will sell natural gas in the Energy North Natural Gas d/b/a Liberty Utilities franchise and Northern Utilities franchise areas only.

(11) A description of the types of customers the applicant intends to serve;

Hess Energy Marketing, LLC will market natural gas to large commercial and industrial customers in the following customer classes per Energy North Natural Gas d/b/a Liberty Utilities' tariff:

- 280 Day Transportation Service
- Interruptible Transportation Service (ITS)
- G-41, G-42, G-43, G-51, G-52, G-53, G-54, G-63

Hess Energy Marketing, LLC will natural gas to large commercial and industrial customers in the following customer classes per Northern Utilities' tariff:

- 40, 50, 41, 51, 42, 52, IT

(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;

No customer complaints have been filed against Hess Energy Marketing, LLC in the past calendar year in any state.

(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:

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members;

None of Hess Energy Marketing, LLC's principals or officers have ever been convicted of any felony that has not been annulled by a court.

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

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

Neither Hess Energy Marketing, LLC nor its officers or principals have had any civil criminal or regulatory sanctions or penalties imposed against them under either state or federal consumer protection law or regulation within the last 10 years. Hess Energy Marketing, LLC is not the subject of any pending civil, criminal or regulatory investigation involving and state or federal law or regulation within the last 10 years.

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

Please see statement in (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;

Please see Attachment F which states Hess Energy Marketing, LLC's telemarketing position under rule 3006.01(a)(17).

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

Please see statement in (16) above.

(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 Attachment G.

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

Please see Attachment H.

(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;

Hess Energy Marketing, LLC will require all aggregators to provide proof of registration with the Commission prior to commencement of any business relationship.

(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 Attachment I.

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

Please see Attachment I.

Attachment A

LICENSE OR PERMIT BOND

Bond Number: 929549617

KNOW ALL PERSONS BY THESE PRESENTS, That we HESS ENERGY MARKETING, LLC.

One Hess Plaza, Woodbridge, NJ 07095, hereinafter
referred to as the Principal, and WESTERN SURETY COMPANY,
as Surety, are held and firmly bound unto NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
of 21 S. Fruit Street, Suite 10, Concord, NH 03301, hereinafter
referred to as the Oblige, in the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00)
Dollars (\$ 350,000.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal has made application for a
license or permit to the Oblige for the purpose of, or to exercise the vocation of Natural Gas Supplier

NOW, THEREFORE, if Principal shall faithfully comply with all ordinances, rules and regulations which have been
or may hereafter be in force concerning said License or Permit, and shall save and keep harmless the Oblige
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said
license or permit to the Principal, then this obligation shall be void; otherwise, to remain in full force and effect.

THIS BOND WILL EXPIRE the 12th day of April, 2019, but may be continued
by continuation certificate signed by the Principal and Surety. The Surety may at any time terminate its liability by
giving thirty (30) days written notice to the Oblige, and the Surety shall not be liable for any default after such
thirty day notice period, except for defaults occurring prior thereto.

SIGNED, SEALED AND DATED this 12th day of April, 2013.

HESS ENERGY MARKETING, LLC.

(Principal)

By



(Seal)

WESTERN SURETY COMPANY

(Surety)

By


James K C Tom

(Seal)
Attorney-in-Fact

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2011

ASSETS

Bonds	\$1,403,423,957
Stocks	22,726,363
Cash and short-term investments	66,852,340
Uncollected premiums and agents' balances	34,207,619
Funds held by or deposited with reinsured companies	13,980,081
Net deferred tax asset	25,802,839
Investment income due and accrued	17,647,175
Other assets	2,489,406
Total Assets	<u>\$1,587,129,780</u>

LIABILITIES AND SURPLUS

Losses	\$296,352,421
Loss adjustment expense	82,551,462
Contingent and other commissions payable	5,246,025
Other expense	28,831,919
Taxes, licenses and fees	1,925,642
Federal and foreign income taxes payable	5,637,067
Unearned premiums	247,814,064
Other liabilities	<u>29,286,547</u>
Total Liabilities	697,645,147

Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	176,435,232	
Special Surplus	7,321,616	
Unassigned funds	<u>701,727,785</u>	
Surplus as regards policyholders		<u>\$889,484,633</u>
Total Liabilities and Capital		<u>\$1,587,129,780</u>

I, Amy M. Smith, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2011, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy M. Smith
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2012.

My commission expires: "OFFICIAL SEAL"
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15

Kathleen Schroeder
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ernesta G Bowman, James K C Tom, Individually

of New York, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of September, 2009.



WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

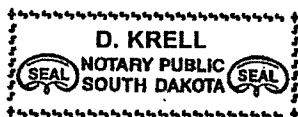
State of South Dakota
County of Minnehaha

} ss

On this 22nd day of September, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of April, 2013.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ACKNOWLEDGMENT FORMS

COPARTNERSHIP

STATE OF _____
COUNTY OF _____

☐ ss:

On this _____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and (s)he thereupon acknowledged to me that (s)he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF _____
COUNTY OF _____

☐ ss:

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who, being by me first duly sworn, did depose and say that (s)he resides in _____; that (s)he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that (s)he knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that (s)he signed h_____ name thereto by like order and authority.

Notary Public

INDIVIDUAL

STATE OF _____
COUNTY OF _____

☐ ss:

On this _____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the individual described in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in h_____ individual capacity.

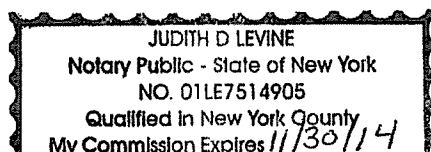
Notary Public

SURETY

STATE OF NEW YORK
COUNTY OF NEW YORK ☐ ss:

I, Judith D Levine, Notary Public of New York County, in the State of New York, do hereby certify that _____ James K C Tom _____ Attorney-in-Fact, of Western Surety Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed, sealed and delivered said instrument for and on behalf of Western Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of New York in said County, this _____ 12th _____ day of _____ April _____ A.D., 2013 _____.



Judith D Levine

Attachment B



HESS CORPORATION

1 Hess Plaza
Woodbridge, NJ 07095

John Schultz
Vice President
Energy Marketing
(732) 750-6000

May 6, 2013

VIA OVERNIGHT MAIL & E-MAIL
Debra A. Howland, Executive Director and Secretary
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429

Re: Hess Energy Marketing, LLC
Updated and Complete Competitive Natural Gas Supplier Application
DM - 13 - 121

Dear Secretary Howland:

In Response to question number 2 (under its section 3003.01 requirements) in Hess Energy Marketing, LLC's (HEM) April 23, 2013 Competitive Natural Gas Supplier Application, HEM, as a wholly-owned subsidiary of Hess Corporation, noted that it will have to access to Hess Corporation's pipeline capacity portfolio.

In my roles as Vice President of Hess Corporation and as a Corporate Officer of Hess Energy Marketing, LLC, I hereby confirm that Hess Energy Marketing, LLC will have access to Hess Corporation's pipeline capacity portfolio.

Sincerely,

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

John Schultz
Vice President

Attachment C



**Tennessee Gas Pipeline
Company, L.L.C.**
a Kinder Morgan company

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EXCEL

Tennessee Gas Pipeline Company, L.L.C.:

Pipeline ID: 009

Filing Indicator: O (O-Original filing, R-Revised filing)

First Date of Calendar Quarter: 04/01/2013

Unit of Measurement Transportation/Storage: T - Dth

Shipper Name:	HESS CORPORATION
Shipper ID:	006979785
Shipper Affiliated Indicator:	N
Rate Schedule:	FT-A
Contract Number:	64598
Effective Date:	11/01/2007
End Date:	3/31/2016 11:59:59 PM
Rollover:	
Negotiated Rate Indicator:	N
MDQ:	11000
MSQ:	0
Footnote Number:	

Point Identifier Code	Point Name	Point Identification Code	Zone	N
M2	DRACUT RECEIPT	274135	06	1'
MQ	WHITE PLAINS NEW YORK	15106	05	1'

Agent ID	Agent/Asset Manager Name	Agent/Asset Affiliation
2115	HESS CORPORATION	N



**Tennessee Gas Pipeline
Company, L.L.C.**
a Kinder Morgan company

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Tennessee Gas Pipeline Company, L.L.C.:

Pipeline ID: 009

Filing Indicator: O (O-Original filing, R-Revised filing)

First Date of Calendar Quarter: 04/01/2013

Unit of Measurement Transportation/Storage: T - Dth

Shipper Name:	HESS CORPORATION
Shipper ID:	006979785
Shipper Affiliated Indicator:	N
Rate Schedule:	FT-A
Contract Number:	67818
Effective Date:	05/01/2008
End Date:	3/31/2015 11:59:59 PM
Rollover:	
Negotiated Rate Indicator:	N
MDQ:	16134
MSQ:	0
Footnote Number:	

Point Identifier Code	Point Name	Point Identification Code
M2	DRACUT RECEIPT	274135
MQ	RIVERVALE NEW JERSEY (Bi 1 1848)	14129

Agent ID	Agent/Asset Manager Name	Agent/Asset Affiliation
2115	HESS CORPORATION	N



**Tennessee Gas Pipeline
Company, L.L.C.**
a Kinder Morgan company

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Tennessee Gas Pipeline Company, L.L.C.:

Pipeline ID: 009

Filing Indicator: O (O-Original filing, R-Revised filing)

First Date of Calendar Quarter: 04/01/2013

Unit of Measurement Transportation/Storage: T - Dth

Shipper Name:	HESS CORPORATION
Shipper ID:	006979785
Shipper Affiliated Indicator:	N
Rate Schedule:	FT-A
Contract Number:	98707
Effective Date:	02/01/2012
End Date:	10/31/2014 11:59:59 PM
Rollover:	
Negotiated Rate Indicator:	N
MDQ:	2500
MSQ:	0
Footnote Number:	

Point Identifier Code	Point Name	Point Identification Code
M2	SHELTON INTERCONNECT	68177
MQ	RIVERVALE NEW JERSEY (Bi 1 1848)	14129

Agent ID	Agent/Asset Manager Name	Agent/Asset Affiliation
2115	HESS CORPORATION	N



**Tennessee Gas Pipeline
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Tennessee Gas Pipeline Company, L.L.C.:

Pipeline ID: 009

Filing Indicator: O (O-Original filing, R-Revised filing)

First Date of Calendar Quarter: 04/01/2013

Unit of Measurement Transportation/Storage: T - Dth

Shipper Name:	HESS CORPORATION
Shipper ID:	006979785
Shipper Affiliated Indicator:	N
Rate Schedule:	FT-A
Contract Number:	98708
Effective Date:	02/01/2012
End Date:	10/31/2014 11:59:59 PM
Rollover:	
Negotiated Rate Indicator:	N
MDQ:	1000
MSQ:	0
Footnote Number:	

Point Identifier Code	Point Name	Point Identification Code	Z
M2	SHELTON INTERCONNECT	68177	00
MQ	MAHWAH NEW JERSEY (Bi 10811)	14123	00

Agent ID	Agent/Asset Manager Name	Agent/Asset Affiliation
2115	HESS CORPORATION	N



**Tennessee Gas Pipeline
Company, L.L.C.**
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Tennessee Gas Pipeline Company, L.L.C.:

Pipeline ID: 009

Filing Indicator: O (O-Original filing, R-Revised filing)

First Date of Calendar Quarter: 04/01/2013

Unit of Measurement Transportation/Storage: T - Dth

Shipper Name:	HESS CORPORATION
Shipper ID:	006979785
Shipper Affiliated Indicator:	N
Rate Schedule:	FS-MA
Contract Number:	48400
Effective Date:	04/01/2005
End Date:	3/31/2025 11:59:59 PM
Rollover:	
Negotiated Rate Indicator:	N
MDQ:	0
MSQ:	1199250
Footnote Number:	

Point Identifier Code	Point Name	Point Identification Code
IJ	NORTHERN STORAGE INJECTION	125643
WR	NORTHERN STORAGE WITHDRAWAL	125642

Agent ID	Agent/Asset Manager Name	Agent/Asset Affiliation
2115	HESS CORPORATION	N



**Tennessee Gas Pipeline
Company, L.L.C.**
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Pipeline ID: 009

Filing Indicator: O (O-Original filing, R-Revised filing)

First Date of Calendar Quarter: 04/01/2013

Unit of Measurement Transportation/Storage: T - Dth

Shipper Name:	HESS CORPORATION
Shipper ID:	006979785
Shipper Affiliated Indicator:	N
Rate Schedule:	FT-A
Contract Number:	63097
Effective Date:	04/01/2007
End Date:	10/31/2014 11:59:59 PM
Rollover:	
Negotiated Rate Indicator:	N
MDQ:	19000
MSQ:	0
Footnote Number:	

Point Identifier Code	Point Name	Point Identification Code
M2	WRIGHT SMS	68174
MQ	MENDON MASS TIE OVER (Bi 10812)	11547

Agent ID	Agent/Asset Manager Name	Agent/Asset Affiliation
2115	HESS CORPORATION	N



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- [+ Transactional Reporting](#)
 - [Downloads](#)
 - [Search](#)
 - [Customer Activities](#)
 - [Site Map](#)

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Index of Customers - Detail

Detail Download

EXCEL

Tennessee Gas Pipeline Company, L.L.C.:

Pipeline ID: 009

Filing Indicator: O (O-Original filing, R-Revised filing)

First Date of Calendar Quarter: 04/01/2013

Unit of Measurement Transportation/Storage: T - Dth

Shipper Name:	HESS CORPORATION
Shipper ID:	006979785
Shipper Affiliated Indicator:	N
Rate Schedule:	FT-A
Contract Number:	63681
Effective Date:	05/01/2007
End Date:	10/31/2015 11:59:59 PM
Rollover:	
Negotiated Rate Indicator:	N
MDQ:	2427
MSQ:	0
Footnote Number:	

Point Identifier Code	Point Name	Point Identification Code	Zone
M2	SOUTH MARSH ISLAND 76 P	223388	0L
MQ	TOWANDA PENNSYLVANIA	18624	04

Agent ID	Agent/Asset Manager Name	Agent/Asset Affiliation
2115	HESS CORPORATION	N



**Tennessee Gas Pipeline
Company, L.L.C.**
a Kinder Morgan company

Informational Postings

- [+ Capacity](#)
- [+ Gas Quality](#)
 - [Index Of Customers](#)
- [+ Notices](#)
 - [Posted Imbalances](#)
 - [Regulatory](#)
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Index of Customers - Detail

[Detail Download](#) EXCEL

Tennessee Gas Pipeline Company, L.L.C.:

Pipeline ID: 009
Filing Indicator: O (O-Original filing, R-Revised filing)
First Date of Calendar Quarter: 04/01/2013
Unit of Measurement Transportation/Storage: T - Dth

Shipper Name:	HESS CORPORATION
Shipper ID:	006979785
Shipper Affiliated Indicator:	N
Rate Schedule:	FT-A
Contract Number:	64597
Effective Date:	04/01/2008
End Date:	3/31/2025 11:59:59 PM
Rollover:	
Negotiated Rate Indicator:	N
MDQ:	20800
MSQ:	0
Footnote Number:	

Point Identifier Code	Point Name	Point Identification
M2	KATY DEHY TRANS (DUAL 2 6194 Bi 2 0685)	27130
M2	AGUA DULCE (DUAL 2 6081)	36814
MQ	GREENWICH CONNECTICUT	37949
MQ	LONG RIDGE CONNECTICUT	2864

Agent ID	Agent/Asset Manager Name	Agent/Asset Affiliation
2115	HESS CORPORATION	N

Attachment D

Hess Energy Marketing, LLC Officers

Christopher Baldwin, President

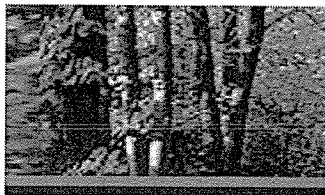
Nicholas Brontas, Vice President

John Schultz, Vice President

Nicholas Brontas, Secretary

Stuart Steigerwald, Treasurer

Attachment E



NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 5/2/2013

Filed Documents

(Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.

Business Name History

Name	Name Type
HESS ENERGY MARKETING, LLC	Legal
HESS ENERGY MARKETING, LLC	Home State

Limited Liability Company - Foreign - Information

Business ID:	690305
Status:	Good Standing
Entity Creation Date:	4/11/2013
State of Business.:	DE
Principal Office Address:	One hess Plaza Woodbridge NJ 07095
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	
Last Annual Report Filed:	0

Registered Agent

Agent Name:	C T Corporation System
Office Address:	9 Capitol Street Concord NH 03301
Mailing Address:	

NEW! File Annual Report Online.

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

State of New Hampshire

Filed
Date Filed: 04/11/2013
Business ID: 690305
William M. Gardner
Secretary of State

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00
Use black print or type.

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is HESS ENERGY MARKETING, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is HESS ENERGY MARKETING, LLC

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is March 20, 2013

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is The marketing of energy to commercial and industrial customers.

SIXTH: The name of its registered agent in New Hampshire is CT Corporation System

and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address in New Hampshire) 9 Capitol Street, Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

State of New Hampshire
Form FLLC 1 - Application for Foreign Registration FLLC 6 Page(s)



T1310131041

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: Hess Corporation, Member
Print or type name: Nicholas P. Brountas
Title: Vice President and Secretary
Date signed: March 27, 2013

Complete address of person signing: Hess Corporation
1185 Avenue of the Americas
New York, NY 10036

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:

* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3rd Floor, Concord, NH 03301.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HESS ENERGY MARKETING, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2013.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5306943 8300

130372333

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0320663

DATE: 03-28-13



HESS ENERGY TRADING COMPANY, LLC
1185 Avenue of the Americas
New York, New York 10036

April 5, 2013

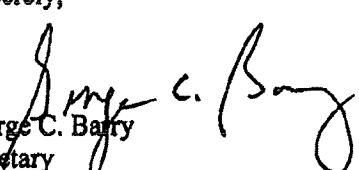
Corporate Division
Department of State
107 North Main Street
Concord, NH 03301

Re: CONSENT TO USE OF NAME

Hess Energy Trading Company, LLC, a corporation organized under the laws of the State of Delaware, hereby consents to the organization of HESS ENERGY MARKETING, LLC in the State of New Hampshire.

IN WITNESS WHEREOF, the said limited liability company has caused this consent to be executed by its Secretary this 5th day of April 2013.

Sincerely,


George C. Barry
Secretary

HESS ENERGY NEW YORK CORPORATION

One Hess Plaza
Woodbridge, NJ 07095

April 5, 2013.

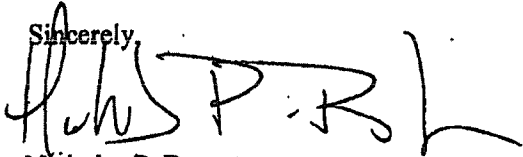
Corporate Division
Department of State
107 North Main Street
Concord, NH 03301

Re: CONSENT TO USE OF NAME

Hess Energy New York Corporation, a corporation organized under the laws of the State of Delaware, hereby consents to the organization of HESS ENERGY MARKETING, LLC in the State of New Hampshire.

IN WITNESS WHEREOF, the said limited liability company has caused this consent to be executed by its Secretary this 5th day of April 2013.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nicholas P. Brountas', written over the word 'Sincerely,'.

Nicholas P. Brountas
Secretary

**Form SRA – Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws**

Part I – Business Identification and Contact Information

Business Name: HESS ENERGY MARKETING, LLC

Business Address (include city, state, zip): One Hess Plaza, Woodbridge, NJ 07095

Telephone Number: (732) 750-8000 E-mail: jasafu-adjaye@hess.com

Contact Person: Jacqueline Asafu-Adjaye

Contact Person Address (if different): 1185 Avenue of the Americas, New York, NY 10036

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C):

1. ☐ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
A) This business has 10 or fewer owners; and
B) Advertising relating to the sale of ownership interests has not been circulated; and
C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. ☐ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____
3. ☐ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____
4. ☒ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III – Check ONE of the following items in Part III:

1. ☒ This business is not being formed in New Hampshire.
2. ☐ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print):	<u>Hess Corporation Member</u> <u>George C. Barry</u> <u>Vice President + Secretary</u>	Signature:	<u>[Signature]</u>
		Date signed:	<u>March 27, 2013</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____
Name (print):	_____	Signature:	_____
		Date signed:	_____

Attachment F

Without relinquishing our right to seek a waiver in the future, Hess Energy Marketing, LLC hereby acknowledges the requirements set forth in the New Hampshire Code of Administrative Rules Part 3006.01(a)(17). In accordance with the regulation, Hess Energy Marketing, LLC agrees to:

- (1) Maintain a list of customers who request being placed on a do-not-call list for purpose of telemarketing;
- (2) Obtain, no less than semi-annually, access to updated telephone preference services lists maintained by Direct Marketing Association; and
- (3) Not initiate calls to New Hampshire customers who have either requested being placed on do-not-call lists or customers who are listed on the Direct Marketing Association's telephone preference lists.

Attachment G

[Logo Pending]

HESS ENERGY MARKETING,LLC

ACCESS YOUR INVOICES ONLINE AT WWW.HESSENERGY.COM

BILLING ADDRESS		INVOICE INFORMATION
Customer Inc. 1 ABC Drive Anytown, MA 00000	Phone 1-800-HESS-AOK (1-800-437-7265) Fax 1-855-239-5671	Invoice Date: 05/26/2011 Invoice Number: I-01234567 Payment Due Date: 10/11/2011 Payment Terms: Net 15 Days Payment Method: Check
SERVICE LOCATION INFORMATION		ACCOUNT INFORMATION
Hess Account #: 1234567890 Service Location: 1 ABC Drive Anytown, MA	Email QCSupport@hess.com Web www.hessenergy.com Hours (Sept - May) Mon-Fri 8am-6pm Hours (June - Aug) Mon-Fri 8am-5pm	Utility Name: Commonwealth Gas Company Pool / Post: AG11 Agls Daily Utility Account #: 12345

NEW CHARGES						
Natural Gas Deliveries	Deal ID	Purchase Order #	Date From - To	Volume	Unit Price	Total
Commodity	1234567		8/1/11 - 8/31/11	1,000.00 MMBTU	\$4.0000	\$4,000.00
Total Charges:						<u>\$4,000.00</u>

----- PLEASE TEAR AT PERFORATION AND RETURN WITH YOUR PAYMENT -----

THANK YOU FOR CHOOSING HESS AS YOUR ENERGY SUPPLIER

Customer Name: Customer Inc.
Hess Account Number: 1234567890
Statement #: 101234567

Amount Due: **\$4,000.00**

Payment Due Date: 10/11/2011

Check Remittance To:

Hess Energy Marketing, LLC
P O Box 505243
Charlotte, NC 28290-5243

For Internal Use Only

IF YOU SUSPECT A NATURAL GAS LEAK OR SMELL, GAS DIAL 911 OR CONTACT YOUR LOCAL UTILITY DISTRIBUTION COMPANY

Hess Energy Marketing, LLC

Customer Service Hours:

Monday-Friday 8 a.m. to 5 p.m. (East Day)
Monday-Friday 8 a.m. to 5 p.m. (West Day)

Questions concerning your account?

Please contact Customer Account Services at
Phone: 1-800-HSSS-ACCT (687-7765) Fax: 1-800-244-1671
www.hessenergy.com © 2013 Hess Energy, LLC

Commonly Asked Questions:

Q: Who will read my meter and when will it be read?

A: The local utility company is still responsible for reading your meter. The billing is based on the specific utility company's procedures.

Q: Why is the usage amount on my bill different than the usage amount on the utility company bill?

A: The bills are only gas volume. The utility bill is based on meter readings/burner use at your location. The difference, utility line loss, is safety and varies by utility. Line loss was previously included by the utility in your local pricing. Line loss is a regulated charge based on percentages determined by each utility to compensate for the utility's pipeline system loss.

Q: Now that I have chosen Hess, do my natural gas bills automatically transfer from my service charge?

A: The only difference you should see in your bill is Hess will charge you for the commodity with the utility (LDC/EDC) and charge you for distribution (if applicable). There should be no other charges in your gas/electric service. The utility will still read your meter and you are still obligated to the utility in the event of an emergency.

Q: Do I have to sign an agreement?

A: Yes, you will need to read natural gas/electricity to anyone without a signed agreement. This is to protect you as well as us. Customers should not purchase any commodity from a marketer without an agreement, because there are legal penalties should the supplier fail to live up to utility rules.

Q: When and how often will I get billed?

A: Utility bills may be up to a year from the time you agreed to receive service to the time you receive your first bill. This is due to having with the utility company's enrollment and contracts. You can expect a monthly invoice thereafter.

Q: Can I be charged for another package without my consent?

A: No. The regulation of both natural gas and electric protect or features like demand monitoring. There are severe penalties for marketers who engage in this practice. Simultaneous the regulatory scrutiny of a customer from the electric utility.

Q: What are EPA program rules?

A: Gas Settlement Administration (GSA) rules require that your account for the cost of natural gas usage that differs from your contracted quantity.

Please Remit Payment To:

Hess Energy Marketing, LLC
PO Box 909263
Charlotte, NC 28290-9263

Definitions:

Board of Public Utilities: State agency responsible for regulating local utility companies. (may also be called Public Service Commission)

Burner Tip: Point where natural gas is ultimately used by the customer (the meter).

CCF: 100 cubic feet of gas. This is a measure of gas usage.

City Gate: Physical connection of an interstate pipeline and the pipeline of the local natural gas utility.

Commodity Charge: The cost of natural gas/electricity provided to you during the billing period.

Distribution Utility (LDC/EDC): A local natural gas/electricity distribution company that delivers natural gas/electricity to end users.

Kilowatt (kW): One thousand (1,000) watts. A unit of measure of the amount of electricity needed to operate power equipment.

Kilowatt-hour (kWh): The most commonly used unit of measure for the amount of electricity consumed over time. It means one kilowatt of electricity supplied for one hour.

Line Loss: The difference between the amount of commodity natural gas brought to the city gate versus the amount of commodity usage reported at the meter/burner tip. Line loss was previously included by the utility in your local pricing. Line loss is a regulated charge based on percentages determined by each utility to compensate for the utility's pipeline system loss.

Local Distribution Company (LDC/EDC) charges: The fee assessed by the local utility for delivery of natural gas/electricity to the customer's home or business through utility's distribution lines. In most cases this charge is billed separately by the utility.

Meter: A device for measuring levels and volumes of a customer's natural gas and electricity usage. The local utility is responsible for reading and maintaining the meter.

MMBTU: Million British Thermal Units, which is a heating equivalent measure for natural gas and is an alternative measure of natural gas reserves.

No Utility Data Available: If this appears on your bill, we were unable to obtain usage data for you in the billing period from the local utility company. Your next bill will show usage data for the current period and the following period.

Therm: One hundred thousand (100,000 Btu) thermal units (1 Therm = 100,000 Btu).

HessEnergy.com has a multitude of features and tools for you, making account management easier than ever before. The online Customer Center now provides, giving you the chance to manage your account at your own convenience. Listed below are a few of the benefits that customers are currently receiving online:



- User-friendly access to your account 24/7
- Personalized dashboards containing an overview of your account
- Manage multiple accounts under one or separate profiles
- View current invoices before you receive them in the mail or retrieve historic invoices
- Compare your usage over time
- Direct access to your account balance
- And more.

Visit www.HessEnergy.com to get started today.

Attachment H

[LOGO PENDING]

HESS ENERGY MARKETING LLC

One Hess Plaza, Woodbridge, NJ 07095

Phone: 1-800-HESS-USA

www.hessenergy.com

Marketer Name

Date

Time

CUSTOMER INFORMATION

☐ New☐ Renewal

Customer Name

Billing Contact

Contact Name

Billing Address

Address

Telephone

Fax

Telephone

Fax

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Hess Energy Marketing LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Buyer and Seller dated _____, _____, as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations

Service Address:

Utility Account No.:

Rate:

Delivery Period

Begin: _____ End: _____

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.

Delivery Point

Contract Quantity (Dth)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

_____ Daily _____ Monthly (choose one)

January	x	May	x	September	x
February	xx	June	xx	October	xx
March	xxx	July	xxx	November	xxx
April	x,xxx	August	x,xxx	December	x,xxx

Tax Exemption Status

[] Non-Exempt [] Exempt If exempt, must attach certificate.

Purchase Price

[]

Special Provisions

Change in Delivery Point

Consistent with FERC requirements, Seller shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer as further provided in the Agreement.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as

	attached, as applicable, or any replacement account number issued by the Utility from time to time.
--	---

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION BY FACSIMILE TO (732) ____-____.

BUYER:	SELLER: Hess Energy Marketing LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Commodity Master Agreement ("CMA") between Hess Energy Marketing LLC ("Seller"), a _____ limited liability company, located at 1 Hess Plaza, Woodbridge, New Jersey 07095 and _____ ("Buyer" or "Customer"), located at _____ (each a "Party" and collectively, the "Parties") is entered into and effective as of _____.

1. Transactions: The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable, each a "Commodity" and collectively, the "Commodities", by Seller to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an Index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, taxes, regulations and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If the Actual Quantity cannot be verified by the time the invoice is issued, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any adjustment to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations

A. Material Usage Deviation: If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more.

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in

usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained

through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement is governed by the law of the State of New York, without regard to any conflict of rules doctrine. (b) The Parties submit to the non-exclusive jurisdiction of the courts of the State of New York and any United States District Court located in New York. (c) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (d) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (e) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (f) Buyer will be responsible for and indemnify Seller against all losses,

costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (g) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (h) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Hess Corporation, Attention Law Department-Trading; 1185 Avenue of the Americas, New York, New York 10036. (i) If the Parties entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. (j) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (k) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (l) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (m) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (n) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (o) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (p) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (q) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (r) The Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than the Party's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that a Party that receives a demand for disclosure pursuant to court order or other proceeding will first notify the other Party, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: _____

By: _____

Name: _____

Title: _____

SELLER: Hess Energy Marketing LLC

By: _____

Name: _____

Title: _____

Attachment I

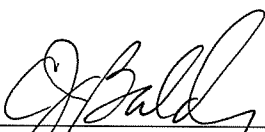
CERTIFICATION

I, Christopher Baldwin, hereby certify that I am President of Hess Energy Marketing, LLC, and have been authorized to file this application for registration as a Competitive Natural Gas Supplier in New Hampshire.

I hereby certify that I have reviewed all of the statements contained in this registration application and accompanying exhibits and that the matters set forth herein are true and correct to the best of my knowledge, information or belief, and that I know of no material omission.

Dated this 7th day of May, 2013 at Woodbridge, New Jersey.

Signature: _____



Christopher Baldwin
President, Hess Energy Marketing, LLC

Notarization: _____

