



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

March 1, 2011

VIA FEDERAL EXPRESS AND EMAIL
(debra.howland@puc.nh.gov)

Debra Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
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, pursuant to a recent discussion with Mr. Robert Wyatt, for your review and approval on behalf of Global Montello Group Corp., kindly find the following replacement application to conform to the recently revised Competitive Natural Gas Marketer Rules set forth in Chapter PUC 3000 of the New Hampshire Code of Administrative Rules:

1. One (1) original, three (3) copies and an electronic copy on diskette of Global Montello Group Corp.'s replacement Competitive Natural Gas Supplier Renewal Application and all exhibits attached thereto;
2. Amended and Restated Guaranty; and
3. Self-addressed stamped return envelope.

A check in the amount of \$250.00 to cover filing fees was previously submitted under separate cover. 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 myself at (781) 398-4254 or Philip E. Segaloff, Esq. at (781) 398-4436. Thank you for your assistance.

Sincerely,

Alisha Hankins
Junior Paralegal

Enclosures

cc: Adele Leighton, NH PUC (via email only: adele.leighton@puc.nh.gov)
Robert Wyatt, NHPUC (via email only: robert.wyatt@puc.nh.gov)
Philip E. Segaloff (via email only: psegaloff@globalp.com)
Amy J. Gould (via email only: agould@globalp.com)
Miles N. Allen (via email only: mallen@globalp.com)
Dennis Bowersox (via email only: dbowersox@globalp.com)
Bob Johnson (via email only: bjohnson@globalp.com)
Perry Bernstein (via email only: pbernstein@globalp.com)

From: PSegaloff@globalp.com [<mailto:PSegaloff@globalp.com>]

Sent: Wednesday, March 02, 2011 11:59 AM

To: Wyatt, Robert

Cc: Speidel, Alexander; Howland, Debra; Leighton, Adele; Agould@globalp.com; AHankins@globalp.com; MAllen@globalp.com; DBowersox@globalp.com; BJohnson@globalp.com; PBernstein@globalp.com

Subject: Supplement to Renewal Application Docket No. (DM 10-337)

Mr. Wyatt,

Per our discussion yesterday, this email shall serve as a supplement to Global Montello Group Corp.'s Replacement Application for Renewal of its Competitive Natural Gas Supplier Registration, Docket No. DM 10-337.

1. Per Puc. 3003.03(d), below please find a report listing the aggregators currently using Global Montello Group Corp. to provide service to New Hampshire customers, and, to the best of Global Montello Group Corp.'s knowledge, the number of customers served by each listed aggregator:

AGGREGATOR NAME	# OF ACCOUNTS	# OF METERS
CES (Competitive Energy Services)	3	71
Roy Morrison and Associates	1	1
Pace Global	2	2
USource	2	5
Ameresco	100	100
Summit Energy Services	3	3
Total	111	182

2. Per Puc. 3003.01(d)(2), attached please find the following documentation sufficient to demonstrate that Global Montello Group Corp. is an approved shipper on the upstream pipelines and underground storage facilities on which the LDC will assign capacity, if any, to Global Montello Group Corp.:

Granite State Gas Transmission, Inc. (Contract # 08-719-CF)

Gas Transportation Contract dated February 2, 2008.

Iroquois Gas Transmission System, LP (Contract # CR-900-00)

NOTE: This contract was assigned by Global Companies LLC, an affiliate of Global Montello Group Corp., to Global Montello Group Corp. on or about December 11, 2006.

Tennessee Gas Pipeline Company (Assigned by transaction)
System License Agreement dated February 16, 2007.

We appreciate all of your patience and assistance with respect to our renewal application. To the extent that you or Mr. Speidel have any further questions or concerns, please feel free to contact either Alisha Hankins at 781-398-4254 or me at 781-398-4436.

Best regards,

Phil

Philip E Segaloff
Associate General Counsel
Global Partners LP
800 South Street, Suite 200
Waltham, MA 02454-9161
Tel: 781-398-4436
Cell: 781-879-8836
Fax: 781-398-9243

February 28, 2011

Ms Debra Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301

**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

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

**800 South Street, Suite 200
Waltham, MA 02453**

phone #: 781-894-8800

fax #: 781-398-4165

Email: mallen@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;*

Eric Slifka – President and Chief Executive Officer, 800 South Street, Suite 200, Waltham, MA 02453; tel: 781-398-4257; fax: 781-398-9257; email: eslifka@globalp.com.

Thomas J. Hollister - Chief Operating Officer and Chief Financial Officer, 800 South Street, Suite 200, Waltham, MA, 02453; tel: 781-398-4202; fax: 781-398-9202; email: thollister@globalp.com.

Edward J. Faneuil - Executive Vice President, Secretary and General Counsel, 800 South Street, Suite 200, Waltham, MA 02453; tel: 781-398-4211; fax: 781-398-9211; email: efaneuil@globalp.com.

Charles A. Rudinsky - Executive Vice President and Chief Accounting Officer, 800 South Street, Suite 200, Waltham, MA 02453; tel: 781-398-4323; fax: 781-398-9323; email: crudisnky@globalp.com.

Miles N. Allen – Vice President – Commercial Fuels, 800 South Street, Suite 200, Waltham, MA 02453; tel: 781-398-4239; fax: 781-398-9239; email: mallend@globalp.com.

Dennis Bowersox – Vice President and Manager Industrial Fuels, 800 South Street, Suite 200, Waltham, MA 02453; tel: 781-398-4025; fax: 781-398-4165; email: dbowersox@globalp.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;

**Global Companies LLC
800 South Street, Suite 200
Waltham, MA 02453**

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

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;*

***Bob Johnson – Customer Service**
Tel: 603-595-9995
Email: bjohnson@globalp.com

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

Dennis Bowersox - Vice President and Manager Industrial Fuels
800 South Street, Suite 200, Waltham, MA 02454-9161
Tel: 781-398-4025, Fax: 781-398-9060
Email: dbowersox@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
14 Centre Street
Concord, NH 03301
Tel: 1-800-927-9800

- (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;*

Certificate of Authority is attached hereto as Exhibit A.

- (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;*

Statewide, to the extent serviced by the existing franchise areas of Energy North Natural Gas, Inc. d/b/a National Grid and Northern Utilities, Inc.

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

*Please note new customer service contact information.

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:*

a. For partnerships, any of the general partners;

No felony convictions.

b. For corporations, any of the officers, directors or controlling stockholders; or

No felony convictions.

c. 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:*

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;

None.

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

None.

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;

None.

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

Not applicable.

(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 when 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 Part 16 above if and when 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;*

See Exhibit B attached hereto.

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

See Exhibit C 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;*

Global Montello Group Corp. has verified that if, to the extent, it has or will have any agreements with any aggregator in New Hampshire, it will make sure such aggregator is properly registered.

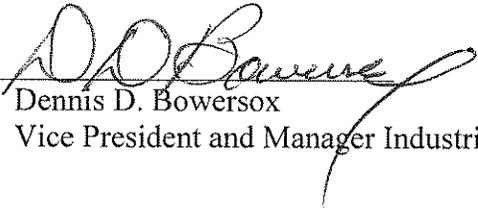
(21) *A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete; and*

Statement attached.

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

The contents of this application are truthful, accurate and complete.

Global Montello Group Corp.

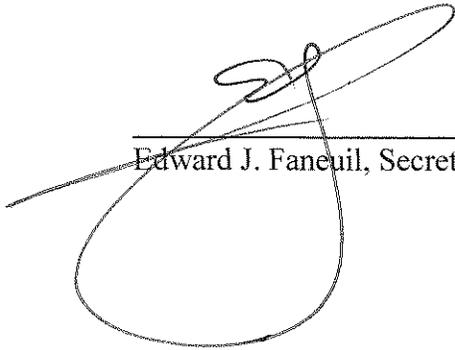
By: 
Dennis D. Bowersox
Vice President and Manager Industrial Fuels



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

Dennis Bowersox, Vice President and Manager Industrial Fuels of the Company and Perry Bernstein, Director of Natural Gas and Electricity 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, Massachusetts, New Hampshire, New Jersey, New York 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 28th day of February, 2011.



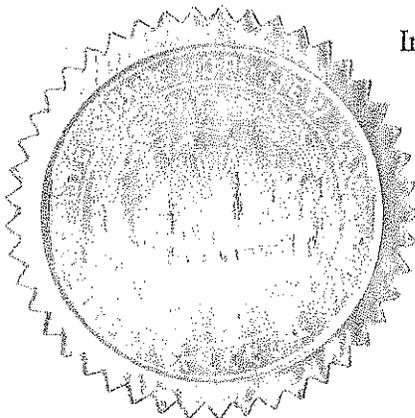
Edward J. Faneuil, Secretary

Exhibit A

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 16th day of December, A.D. 2010

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Global Montello Group Corp.
 53 Technology Way
 Suite 2W12
 Nashua, NH 03060
 PHONE: 781-398-1250 FAX: 603-886-9444

Please remit along with customer # to the above.

City of Manchester NH
 1528 Elm Street
 Manchester, NH 03101-0000

Exhibit B

Invoice

Customer #:	
Invoice Date:	February 24, 2011
Invoice #:	
Due Date:	March 16, 2011
Current Due:	
Prior Due:	\$0.00
Late Fee:	\$0.00
Total Due:	

Customer: City of Manchester NH **Utility:** Energy North **Meter Read Dates:** 1/28/11 - 2/26/11 **Metered Usage:**

Charges

<u>Commodity</u>	<u>Volume</u>	<u>Price</u>	<u>Extension</u>
Total Invoice Usage			
Taxes		%	
Sales		0.0000	\$0.00



Please refer to the Terms & Conditions attached to your Natural Gas Sales Agreement for additional information concerning your account. Such Terms & Conditions are incorporated herein by reference.

Monthly Usage by Account/Meter

<u>Account #</u>	<u>Meter #</u>	<u>Delivery Address</u>	<u>Monthly Metered Usage</u>





Exhibit C

NATURAL GAS SALES AGREEMENT

Name: _____
 Address: _____

 Contact: _____
 Phone: _____
 Fax: _____
 Email: _____

GLOBAL MONTELLO GROUP CORP.
 235 Promenade St., Suite 445
 Providence, RI 02908
 Toll Free (800) 421-5975
 Marketer: _____
 Phone: () _____
 Fax: () _____
 Email: _____

Facility Address	LDC	LDC Account No.	Meter No.

Term: _____ Delivery Point: _____ Citygate

Supply/Purchase Commitment: Firm: Full Facility Requirements

Price: Fixed Price: \$xxxx per MMBtu (Dth) for Monthly Contract Volumes.

Actual cost of volumetric variation greater than or less than daily ratable Monthly Contract Volumes, will be priced at market.

Monthly Contract Volumes: MMBtu (Dth)

Jan:	April:	July:	Oct:	TOTAL _____
Feb:	May:	Aug:	Nov:	
Mar:	June:	Sept:	Dec:	

Payment terms: Net due 20 days after invoice date.
Interest to accrue at 18% annually / compounded daily.

Invoice Address	Payment Address
	<i>GLOBAL MONTELLO GROUP CORP.</i>
	<i>53 Technology Way, Suite 2W12</i>
	<i>Nashua, NH 03060</i>

THIS SALE/PURCHASE IS SUBJECT TO: 1) THE TERMS & CONDITIONS ATTACHED HERETO, and 2) SELLER'S APPROVAL OF BUYER'S CREDIT.

I acknowledge that this represents the agreement reached between the Buyer and Seller.

Buyer's Legal Company Name	GLOBAL MONTELLO GROUP CORP.
Authorized Agent	<u>Perry F. Bernstein</u> Authorized Agent
Title	<u>V P: Power & Natural Gas Marketing</u> Title
Signature _____	Signature _____
Date _____	Date _____

TERMS & CONDITIONS

- SUBJECT MATTER AND QUANTITY: Subject to the terms and conditions herein, Seller agrees to sell and deliver, and Buyer agrees to purchase and receive from Seller, Buyer's Full Facility Requirements of Natural Gas. The price set forth on the face of this Agreement applies only to those Monthly Contract Volumes set forth on the face hereof on a daily/ratable basis and does not include other costs, including but not limited to, the price of transmission and distribution. Monthly Contract Volumes shown are based on historical usage data provided by the buyer, utility or best estimate by Buyer of anticipated usage and Seller assumes no responsibility or liability for its accuracy. Seller shall utilize its "best efforts" to contract for gas in accordance with Buyer's anticipated actual monthly/daily usage. However, in any month, if Buyer's actual daily usage exceeds or is less than the daily/ratable Contract Volume for that month, Seller shall price the excess or deficit usage at a daily market price instead of the Contract Price. Where Seller prices excess or deficit volumes at a daily market price, Seller will utilize as an objective pricing reference, an industry published Index rate for the delivering pipeline city-gate, plus 5 cents for excess volumes or minus 5 cents for deficit volumes. The actual cost for any such excess or deficit volumes will be credited or debited on a monthly average as applicable. NYMEX trigger rights, if applicable, will apply to full Monthly Contract Volumes only.
- TERM: Subject to LDC approval and/or confirmation of enrollment, this Agreement shall be in effect for the primary term set forth on the face hereof, and shall continue in effect thereafter for successive month-to-month periods, at an industry published Index rate plus ten (10) percent, plus any mandatory capacity charges, 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 renewal period. Notwithstanding the foregoing, in the event that Buyer elects to terminate this Agreement prior to the end of the primary term, Buyer shall pay to Seller a one-time lump sum payment reasonably calculated by Seller equal to the positive difference (if any) between: i) the amount Buyer would have paid Seller under this Agreement had the Agreement been satisfied in full and not otherwise terminated early, and ii) the amount Seller would be able to resell the balance of the contracted volumes of natural gas to a third party under then-current market conditions; together with all out-of-pocket costs incurred by Seller as a result of such early termination. Buyer and Seller agree that any early termination payment determined in accordance with this paragraph is a reasonable approximation of the loss incurred by Seller due to the early termination of this Agreement, and that such payment is not a penalty or punitive in any respect.
- TITLE & TRANSPORTATION: Title to gas sold hereunder shall pass to Buyer at the Delivery Point(s) set forth on the face hereof. Seller shall nominate and pay for transportation of contracted gas to the Delivery Point. 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. Buyer is responsible for communicating to Seller all changes in anticipated usage from those daily contract quantities set forth on the face hereof by 8:30 am EST on the business day prior to gas flow in order for Seller to acquire necessary transportation capacity and to make the appropriate nomination changes with transporting pipelines and/or local distribution companies in a timely manner. Buyer shall be responsible for and shall reimburse Seller for all pooling penalties, "cash-out" costs, and all other related transportation penalties, balancing fees, or any other charges imposed on Seller as a result of Buyer's receipt of quantities of natural gas greater or less than the daily contract quantity. Buyer hereby agrees that Seller shall not be liable whatsoever to the Buyer for any such penalties and/or charges. Without limiting the other provisions of this Agreement, Buyer acknowledges that Seller is not assuming, and shall not bear any responsibility for, any obligations (including any imbalance fees, which may arise) of Buyer under Buyer's LDC transportation agreement.

4. BILLINGS, PAYMENT AND CREDIT: Seller shall deliver to Buyer an invoice for Buyer's actual gas usage for the month as measured at the Delivery Point for transportation charges incurred to deliver the gas, and for any other amounts due from Buyer to Seller hereunder. In the event of any dispute concerning Buyer's actual gas usage, the LDC shall be the final arbitrator. If the actual quantity delivered is not available, the invoice will be prepared based upon estimates. Seller shall make appropriate adjustments to reflect actual quantity delivered on the following month's invoice, or as soon thereafter as actual delivery information is available. Buyer shall pay Seller based upon the invoice, in accordance with the instructions on the invoice, by the Payment Due Date. The "Payment Due Date" shall be the number of days stated on the first page of this contract day after the date of the Invoice. If Buyer fails to pay the entire amount of the invoice when due, Seller may, at Seller's option, 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.

5. TAXES: Contract price does not include, 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 exemption 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.

6. 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). 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.

7. LIMITATIONS OF LIABILITIES: 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. Seller and Buyer agree to indemnify the other, 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 or Buyer in connection with this Agreement

8. 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.

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

10. DISPUTES: Any disputes, other than a dispute as to usage per Section 4 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.

11. 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, Utility/Distribution Company 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 state or Commonwealth in which the account(s) are located.

12. ENTIRE AGREEMENT: This Agreement, including the face page hereof, invoices, Transaction Confirmation(s) and any other exhibits, shall supersede and replace any and all prior agreements between the parties with respect to the facilities identified on the face hereof, and shall constitute the entire agreement between the parties. There will be no modification of this Agreement except by written consent of all parties.

13. CONFIDENTIALITY: **The terms and conditions and pricing contained in this Agreement are CONFIDENTIAL between the parties hereto.** Seller shall not release confidential Buyer information without written authorization from Buyer, unless otherwise required by law.

14. CONSUMER PROTECTIONS. Subject to the terms of this Agreement, Buyer has the right to change natural gas suppliers. Notwithstanding anything the contrary herein, Buyer has the right by law to file a complaint with the New Hampshire Public Utilities Commission after Buyer has attempted to resolve the dispute with Seller. For questions regarding customer's rights and responsibilities, Buyer may contact the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 800-852-3793.

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.

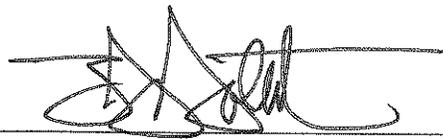
The obligations of the undersigned hereunder shall remain in full force and effect as to all Obligations, without regard to any reduction of the Obligations.

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 28th day of February, 2011.

GUARANTOR:

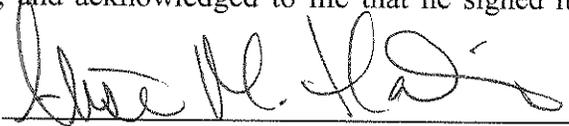
Global Partners LP (a Delaware limited partnership), by **Global GP LLC**, its general partner

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

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 28th 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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
08-718-CF

THIS AGREEMENT is made and entered into as of the 27th day of February 2008, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire Corporation, hereinafter referred to as "Granite State" or "Transporter" and GLOBAL MONTELLO GROUP CORP., hereinafter referred to as "Shipper." Granite State and Shipper shall collectively be referred to herein as the "Parties." The service provided hereunder shall be on behalf of the Company or Companies listed on Exhibit A hereto.

WITNESSETH:

That in consideration of the premises and mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 **TRANSPORTATION QUANTITY** - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport or arranges to be received and transported, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be 107 dekatherms. Any limitations of the quantities to be received at each Receipt Point and/or delivered to each Delivery Point shall be as specified on Exhibit B attached hereto.

1.2 **UPSTREAM TRANSPORTATION AGREEMENTS** - shall mean those Gas Transportation Agreements with third party pipelines, which provide for the receipt, transportation and delivery of Shipper's gas at the Receipt Point(s). Each third party pipeline is hereinafter referred to individually as "Upstream Transporter" and collectively as "Upstream Transportation."

1.3 **EQUIVALENT QUANTITY** - shall mean the quantities of gas delivered hereunder at the Receipt Point(s) for transportation less, where applicable, quantities of gas for Granite State's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service.

ARTICLE II
SCOPE OF AGREEMENT

2.1 **Transportation Service** - Subject to Section 2.2 below, Granite State agrees to accept and receive or arranges to be accepted and received, daily, on a firm basis, in accordance with Rate Schedule FT-NN, at the Receipt Point(s), from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity.

Granite State agrees to transport and deliver or arranges for the transportation and delivery to or for the account of Shipper at the Delivery Point(s) and Shipper agrees to accept or cause acceptance of delivery of the quantity received by Transporter or for Transporter's account, on any day, less any applicable Fuel Reimbursement Quantities; provided, however, Transporter

shall not be obligated to deliver or arrange to be delivered at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Obligation.

2.2 Any obligation on Granite State's part to receive or arrange to receive, transport and deliver gas to the Delivery Point(s) for Shipper's account on a daily basis is subject to the following:

(a) Execution by Shipper of the necessary Upstream Transportation Agreements;

(b) Shipper causing the Upstream Transporter(s) to receive quantities of gas at the applicable upstream Delivery Point upon Granite State's request and to deliver quantities of gas to Granite State for Shipper's account at the applicable upstream Receipt Point.

ARTICLE III RECEIPT AND DELIVERY POINTS

3.1 The Receipt Point(s) and Delivery Point(s) shall be those point(s) specified on Exhibit B attached hereto.

3.2 Shipper may supplement Receipt Point(s) and/or Delivery Point(s) provided by this Contract by submitting to Transporter a Transportation Service Request Form. Such request form, after having been fully processed and accepted by Transporter shall be deemed to have the full force and effect of a written contract and shall qualify as a supplementary written consent pursuant to Paragraph 15.3 of this Contract. Priority of transportation service to such additional Receipt and/or Delivery Point(s) shall be determined pursuant to Article 26 of the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE IV

All Facilities are in place to render the service provided for in this Agreement, or if facilities are to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.

ARTICLE V RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver or cause to be delivered to Granite State the gas to be transported hereunder at pressures sufficient to deliver such gas into Granite State's system at the Receipt Point(s), and where applicable at the Upstream Pipeline's Receipt Point(s). Granite State shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Granite State's system at the Delivery Point(s) or, where applicable, at the pressures existing in the Upstream Pipeline's system at the Delivery Point(s).

ARTICLE VI QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and

Conditions of Granite State's Federal Energy Regulatory Commission (FERC) Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Granite State, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit(s) N/A attached hereto.

ARTICLE VII RATES AND CHARGES FOR GAS TRANSPORTATION SERVICE

7.1 TRANSPORTATION RATES - Commencing with the date of initial receipt of gas by Granite State from Shipper, the compensation to be paid by Shipper to Granite State for the transportation service provided herein shall be in accordance with Section 5 of Granite State's Rate Schedule FT-NN.

7.2 SYSTEM FUEL AND LOSSES - Shipper agrees to provide Granite State any applicable fuel and losses associated with the transportation service provided herein in accordance with Section 6 of Granite State's Rate Schedule FT-NN.

7.3 NEW FACILITIES CHARGE - N/A

7.4 INCIDENTAL CHARGES - Shipper agrees to reimburse Granite State for any filing or similar fees, which have not been previously paid by Shipper, which Granite State incurs in rendering service hereunder.

7.5 CHANGES IN RATES AND CHARGES - Granite State shall have the unilateral right to file and make effective changes in the rates and charges stated in this Article, the rates and charges applicable to service pursuant to Granite State's Rate Schedule FT-NN, the rate schedule pursuant to which this service is rendered and/or any provisions of the General Terms and Conditions of Granite State's FERC Gas Tariff applicable to this service. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Contract.

ARTICLE VIII BILLINGS AND PAYMENTS

Granite State shall bill and Shipper shall pay all rates and charges in accordance with Article 5 and 6, respectively, of the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE IX GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Granite State's Rate Schedule FT-NN and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations

of the FERC, which Rate Schedule and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE X REGULATION

This contract shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization upon terms acceptable to Granite State. This contract shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations.

ARTICLE XI RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE XII TERM

12.1 This Contract shall become effective as of March 1, 2008, and shall remain in force and effect until March 31, 2008, and from N/A to N/A^{1/} thereafter, unless cancelled by either Party upon one year's written notice; provided however, if the term of the Contract is less than one year, either party may terminate this Contract by providing written notice of its election at the commencement of the primary term or any secondary term of this Contract. To the extent pregranted abandonment authorization under the FERC's regulations applies, Granite State will seek abandonment authorization from the FERC prior to exercising its unilateral right to terminate the Contract following the expiration of the primary term.^{2/}

12.2 Any portion of this Contract necessary to correct or cashout imbalances under this Contract as required by the General Terms and Conditions of Granite State's FERC Gas Tariff, shall survive the other parts of this Contract until such time as such balancing has been accomplished.

^{1/} The evergreen period shall be the lesser of the original term of the Contract, or one year.

^{2/} Applicable to agreements with deliveries at a Customer's traditional delivery points under its firm sales service, which have a primary term equal or greater than one year.

ARTICLE XII
TERM (continued)

12.3 This Contract will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the terms and conditions of Article 6 of the General Terms and Conditions of Granite State's Tariff.

ARTICLE XIII
NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Contract, any notice under this Contract shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

GRANITE STATE:

Granite State Gas Transmission, Inc.
Attention: Customer Services
1700 MacCorkle Avenue, SE
Charleston, West Virginia 25314

SHIPPER:

Global Montello Group Corp.
53 Technology Way
Suite 4E9
Nashua, NH 03060

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV
ASSIGNMENTS

14.1 Either Party may assign or pledge this Contract and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, no Party shall assign this Contract or any of its rights hereunder unless it shall first have obtained the written consent of the other, which consent shall not be unreasonably withheld.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Contract.

ARTICLE XV
MISCELLANEOUS

15.1 This Contract shall be interpreted under the laws of the State of New Hampshire.

15.2 If any provision of this Contract is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either party's option; and if the severability option is exercised, the remaining provisions of the Contract shall remain in full force and effect.

15.3 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.

15.4 Exhibit(s) A and B attached hereto is/are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed in several counterparts as of the date first herein above written.

GRANITE STATE GAS TRANSMISSION, INC.

By: *[Signature]*

Accepted and Agreed to this 27th Day of February, 2008.

GLOBAL MONTELLO GROUP CORP.

By: *[Signature]*
Dennis Bowersox
VP/Manager Industrial Fields

Gas Transportation Contract
(For Use Under Rate Schedule FT-NH)

Exhibit "A"

To Gas Transportation Contract
March 1, 2008
Between Granite State Gas Transmission, Inc.
And
Global Maritime Group Corp.

On Behalf Of Parties

Contract No. 08-719-CF
REDC 107 Defendants

Courtesy Name

Global Maritime Group Corp.

Gas Transportation Contract
(For Use Under Rate Schedule FT-NH)

Exhibit "B"

To Gas Transportation Contract
March 1, 2008
Between Granite State Gas Transmission, Inc.
And
Global Resources Group Corp.

Receipt Points

Contract No. 08-F19-CF
MSG: 107 DeltaPac0809

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>County/Town</u>	<u>ST</u>	<u>Meter ID</u>
020206	Pleasant St.	Tennessee Gas Pipeline Co.	Essex	MA	107

Delivery Points

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>County/Town</u>	<u>ST</u>	<u>Meter ID</u>
008402	Seredhill Rd.	Granite State Gas Transmission	Plaiston	NH	107

The sum of transporter's deliveries to shipper for all transportation contracts cannot exceed the limitations reflected above.

**BLANKET GAS TRANSPORTATION CONTRACT FOR
FIRM RESERVED SERVICE WITH REPLACEMENT SHIPPER**

This Contract is made as of the 30th day of September, 2003 by and between IROQUOIS GAS TRANSMISSION SYSTEM, L.P., a Delaware limited partnership, herein called "Transporter," and GLOBAL COMPANIES LLC, a Delaware limited liability company, herein called "Shipper," pursuant to the following recitals and representations.

WHEREAS Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called "Transporter's System;"

WHEREAS Transporter's System extends in a southeasterly direction from a point on the international border between the United States and Canada near Iroquois, Ontario/Waddington, New York, where Transporter's facilities interconnect with those of TransCanada PipeLines Limited ("TransCanada"), through the States of Connecticut and New York, to its terminus near South Commack, New York;

WHEREAS Shipper has obtained or is about to obtain capacity released from a Releasing Shipper pursuant to the terms of Section 28 of the General Terms and Conditions of Transporter's FERC Gas Tariff and the specific terms and conditions described in each effective Capacity Release Offer Report ("CROR") which is appended hereto, and which is identical to the CRORs of such Releasing Shippers;

WHEREAS each effective CROR appended to this Contract constitutes a separate transaction for purposes of Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff and sets forth the Term of the release transaction, the rate Shipper is obligated to pay, the Receipt and Delivery Points Shipper may use, the maximum quantity of capacity Shipper has available for its use at these points, and other relevant terms and conditions associated with Shipper's acquisition of the released capacity;

WHEREAS Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's System and to transport such gas on behalf of Shipper; and

WHEREAS Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render firm, reserved transportation services to Shipper by entering into this Gas Transportation Contract for Firm Reserved Transportation Service;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. So long as Shipper satisfies the provisions of Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff, including the creditworthiness standards therein, and upon the execution and effectiveness of this Contract, Shipper shall be qualified to bid from time to time on releases of capacity (or acquire such capacity as a Prearranged Replacement Shipper) as set forth in Section 28 of those General Terms and Conditions. If at any time a bid submitted by Shipper is accepted by Transporter, Transporter will post on its EBB an addendum to this Contract in the format set forth on its EBB as a CROR.

Each CROR is an integral part of this Contract; shall be deemed to incorporate the terms of this Contract; and shall be binding on the Parties. Shipper agrees to advise Transporter of any material change in the information previously provided to Transporter pursuant to Section 3 of the General Terms and Conditions of Transporter's Tariff.

2. During the Term of this Contract, on each day on which Shipper and Transporter schedule gas for transportation hereunder, Shipper shall cause the Scheduled Input Quantity to be delivered to Transporter at the Receipt Point(s).

3. On each day during the Term of this Contract, Transporter shall make the Scheduled Equivalent Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

4. Shipper shall be solely responsible for securing faithful performance by Gas Supplier(s) and/or any applicable upstream or downstream Shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of Gas Supplier(s) and/or any applicable upstream or downstream Shippers to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Shipper hereby reserves the right to cause Transporter to receive on a primary basis from or for the account of Shipper at each Receipt Point on any day such quantities of natural gas up to the Maximum Input Quantity for such Receipt Point as set forth on the currently effective CROR, and Transporter shall make available on a primary basis to or on behalf of Shipper at each Delivery Point on any day the Equivalent Quantity, not to exceed the Maximum Equivalent Quantity for each Delivery Point as set forth on the currently effective CROR; provided, however, Shipper's right to request Service hereunder, and Transporter's obligation to provide such service, shall be subject to the provisions of any capacity release agreement executed by Shipper and Transporter; and, provided further, Shipper's right to request service hereunder and Transporter's obligation to provide such service shall be subject to the terms and conditions stated in each effective CROR. Shipper may on a secondary basis receive quantities of natural gas at each Receipt Point up to two times the Maximum Input Quantity as set forth on the currently effective Schedule 1 appended hereto and deliver quantities of natural gas at each Delivery Point up to two times the Maximum Equivalent Quantity as set forth on the currently effective Schedule 2 appended hereto, provided that Shipper does not exceed the Maximum Equivalent Quantity in any pipe Segment.

2. Transporter shall make available to Shipper the transportation service reserved under this Article II on the days and for the quantities of gas for which such service had been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. During the Term of this Contract, for each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable Maximum Transportation Commodity Rate specified in the RTS Rate Schedule, provided that the term is one year or more as in effect on the day the transportation service is rendered; provided, however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Shipper for a Discounted Transportation Commodity Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Transportation Commodity Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dth of Scheduled Equivalent Quantity to which a Discounted Transportation Commodity Rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Transportation Commodity Rate in lieu of the Maximum Transportation Commodity Rate. Between March 27, 2000 and September 30, 2002, no rate caps shall apply to any capacity releases with terms of less than one year.

2. During the Term of this Contract, for each Dth per day of the Maximum Input Quantity, at each Receipt Point, Shipper agrees to pay and shall pay the demand rate set forth in each effective CROR hereto, or, if applicable, its volumetric equivalent, including any demand related fees, surcharges, and transition costs.

3. If Shipper is a Releasing Shipper, as defined in Section 28 of the General Terms and Conditions, for each month, the Transportation Demand Charge billed to Shipper shall be credited in accordance with Section 4.3(g) of Rate Schedule RTS and Section 28.17 of the General Terms and

Conditions.

4. For each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable GRI and ACA Adjustments, Deferred Asset Surcharge, and any other applicable surcharge specified in the RTS Rate Schedule as in effect on the day the transportation service is rendered.

5. Shipper agrees that Transporter shall have the unilateral right to file with the FERC and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's RTS Rate Schedules, or (b) any provision of the General Terms and Conditions applicable to such rate schedules. Transporter agrees that Shipper may contest any such filing or changes and may request the FERC to determine just and reasonable rates and/or terms or conditions of service for Transporter when Shipper believes Transporter's rates and/or terms or conditions of service may be unjust, unreasonable, unduly discriminatory or preferential.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of the RTS Rate Schedule and of the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which RTS Rate Schedule and General Terms and Conditions are by this reference made a part hereof. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. The Commencement Date shall be September 30, 2003.

2. This Contract shall be effective as of the date first hereinabove written; provided, however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder and Shipper shall be under no obligation for any payments hereunder prior to the first day of the Term.

3. This Contract shall continue in force and effect until September 30, 2004, and year to year thereafter, unless terminated by either party upon ninety (90) days prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date. Termination or expiration of this Contract will also result in the termination of each CROR which is effective.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Iroquois Gas Transmission System, c/o Iroquois Pipeline Operating Company
One Corporate Drive, Suite 600
Shelton, CT 06484
Attn: Marketing & Transportation

Notices to Shipper hereunder shall be addressed to:

Global Companies LLC
800 South Street, Suite 200
Waltham MA 02454-9161
Attention:

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Shipper which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited partnership; (b) Shipper shall have no recourse against any Partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any Partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any Partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims, and (f) this representation is made expressly for the benefit of the Partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST:

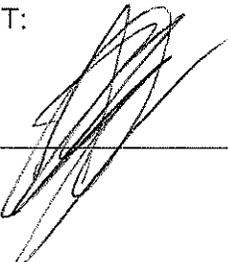
IROQUOIS GAS TRANSMISSION SYSTEM, L.P.
By Its Agent
IROQUOIS PIPELINE OPERATING COMPANY



By  
Herbert A. Rakebrand, III
Vice President, Marketing & Transportation

ATTEST:

GLOBAL COMPANIES LLC



By 

SYSTEM LICENSE AGREEMENT

This System License Agreement is entered into this **16th** day of **February, 2007**, by and between **Tennessee Gas Pipeline Company** ("Pipeline") and **Global Montello Group Corp.** ("Subscriber"). Pipeline and Subscriber shall be collectively referred to as the "Parties."

ARTICLE I - SCOPE OF AGREEMENT

Pipeline shall make available for use by Subscriber Pipeline's interactive computer system, ("the System"). Subscriber shall use the System to (1) request new services under applicable rate schedules; (2) request and execute amendments of existing service agreements; (3) nominate quantities for receipt and delivery by Pipeline pursuant to an existing service agreement under any of Pipeline's rate schedules; (4) effect changes in nominations of quantities for receipt and delivery by Pipeline pursuant to an existing service agreement in accord with the rate schedule pursuant to which service is rendered; (5) participate in Pipeline's capacity release program (e.g., post release requests, bid on capacity) in accord with provisions of the General Terms and Conditions of Pipeline's FERC Gas Tariff; and (6) use the Pipeline Mapping System. Subscriber may also use the System to request and receive from Pipeline such other information as Pipeline may from time to time make available to Subscriber through the System.

ARTICLE II - TERMS AND CONDITIONS OF AUTHORIZED USE

- 2.1 Upon Subscriber's request, Pipeline will make available to Subscriber any software necessary to operate the System. Pipeline and Subscriber will agree on the number of copies which Pipeline will make available to Subscriber, not to exceed five (5) copies. Subscriber is not authorized to make any additional copies without the express written consent of Pipeline. Any System software remains the property of Pipeline, and Subscriber shall return to Pipeline any software issued by Pipeline within five (5) days of the expiration or termination of this Agreement or within five (5) days of any demand by Pipeline for the return of such software upon breach by Subscriber of its obligations hereunder.
- 2.2 Subscriber recognizes that the System will operate properly only if Subscriber utilizes the hardware and software as posted on Pipeline's web site under "Notices."
- 2.3 Pipeline will provide Subscriber with a User ID and a unique password for each authorized user within Subscriber. To prevent unauthorized access, Subscriber shall be responsible for securing physical access to the System and to keep confidential its User ID and all passwords provided by Pipeline.
- 2.4 Subscriber shall identify one or more of its employees and/or officers to perform the contracting function and thereby legally bind Subscriber to any service agreement or amended service agreement entered into with Pipeline. Subscriber represents and warrants to Pipeline that the person(s) which have been designated for the contracting function have been duly authorized by the Subscriber to enter into service agreements or amended service agreements with Pipeline.
- 2.5 Liability -- Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of User ID and passwords issued by Pipeline to Subscriber that results from Subscriber's negligence, including, but not limited to the use of such User ID and passwords by Subscriber's personnel who at some point are no longer in Subscriber's employment or control. Upon evidence of unauthorized or improper use of a User ID or password, Pipeline reserves the right to invalidate, upon 72 hours prior notice, any such password or User ID. Subscriber shall defend and indemnify Pipeline from and against any and all claims, demands and actions, and any resulting loss, costs, damages and expenses (including court costs and reasonable attorneys fees) of any nature whatsoever which may be asserted against or imposed upon Pipeline by any

person as a result of the unauthorized or otherwise improper use of any User ID or password issued by Pipeline to Subscriber, except when such unauthorized or improper use is the result of negligence or wrongful conduct on the part of the Pipeline.

ARTICLE III - INITIATION/MODIFICATION OF SERVICE

- 3.1 Following transmittal of Subscriber's request for service or amendment of existing service, such request shall be evaluated and accepted or rejected by Pipeline in accord with the General Terms and Conditions of its FERC Gas Tariff. If such request is accepted by Pipeline, Subscriber will be notified by Pipeline of such acceptance via the System and Subscriber shall execute on-line the requested new service or amendment of existing service.
- 3.2 With respect to requests for new transportation or storage service, Subscriber, at the time that it executes on-line its request in accord with Section 3.1 above, agrees to be bound by the terms and conditions of the pro-forma service agreement contained in Pipeline's FERC Gas Tariff which corresponds to the Rate Schedule under which the Subscriber is seeking service, as modified to incorporate the terms of the service request.
- 3.3 With respect to requests for modifications to meters in an existing service agreement between Subscriber and Pipeline, the Subscriber agrees to be bound by the terms and conditions of the pro forma contract amendment contained in Pipeline's FERC Gas Tariff, as modified to incorporate the meter modifications executed on-line by Subscriber.

ARTICLE IV - RELEASE AND DISCLAIMER OF LIABILITY/INDEMNIFICATION

- 4.1 Except for the negligence, bad faith, fraud or willful misconduct of Pipeline, Pipeline expressly disclaims any and all liability for loss or damage to Subscriber or to any third parties associated with Subscriber's use of the System, including but not limited to any loss or damage resulting from any one or more of the following: (1) Subscriber's negligent or otherwise improper use of the System; (2) any unauthorized use of the System, whether by Subscriber, Subscriber's employees or former employees, or by any other persons; (3) any acts of God or force majeure, as defined in Article X of Transporter's General Terms and Conditions, and also including electrical shortage and/or power outages; (4) any defects in computer hardware; (5) any interruption in or malfunction of electronic communication or transmission not within the Pipeline's control. Such causes or contingencies affecting the performance of this Agreement shall not relieve Pipeline of liability in the event (a) it fails to use due diligence to remedy the situation and remove the causes or contingencies affecting performance of this Agreement or (b) it fails to give Subscriber notice and full particulars of the same in writing or by telegraph or facsimile as soon as possible after the event or situation arises.
- 4.2 Subscriber agrees to protect, defend, indemnify, and hold harmless Pipeline against any and all loss, costs, damages, and expenses of any nature whatsoever (including court costs and reasonable attorney's fees), resulting from or otherwise related to any claim, demand, or action asserted against Pipeline, arising from or connected with Subscriber's use of the System except for the negligence, bad faith, fraud or willful misconduct of Pipeline.

ARTICLE V – TERM

This Agreement shall be and continue in full force and effect from the date of execution hereof until twelve (12) months after implementation of restructured services pursuant to Order No. 636 by Pipeline and shall continue thereafter on a month to month basis unless terminated by Pipeline for due cause or at the request of Subscriber. Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority to make changes in the rates, charges, terms and

conditions applicable to service pursuant to this Agreement or any provisions of the General Terms and Conditions applicable to this Agreement. Pipeline agrees that Subscriber may protest or contest the aforementioned filings and that Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE VI – NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Pipeline: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, TX 77252-2511
Attention: Director, Transportation Services

SUBSCRIBER: Global Montello Group Corp.
53 Technology Way, Suite 4E9
Nashua, NH 03060
Attention: Bob Johnson

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII – MISCELLANEOUS

- 7.1 Conformance with Tariff -- Subscriber's use of the System shall be in accordance with and subject to Pipeline's currently effective FERC Gas Tariff, including any and all applicable provisions of the General Terms and Conditions and the terms and conditions of any relevant rate schedules, all of which terms and conditions are incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and any other applicable terms and conditions set forth in Pipeline's FERC Gas Tariff, such other terms and conditions shall govern. For Subscriber's convenience, the terms and provisions of Pipeline's FERC Gas Tariff are available on the System. In the event of a conflict between what is displayed on the System and Pipeline's currently effective FERC Gas Tariff on file with the Federal Energy Regulatory Commission (FERC), Pipeline's currently effective tariff on file with FERC shall govern.
- 7.2 THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 7.3 This Agreement and the obligations of the Parties are subject to all present and future valid laws with respect to the subject matter either state or federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.
- 7.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.5 Unless otherwise expressly provided in this Agreement or in Pipeline's FERC Gas Tariff, no modification of or supplement to the terms and provisions hereof shall be or become effective, until Subscriber has submitted a request for change in accordance with Article III hereof.

7.6 This Agreement, as of the date of its execution, shall supersede and cancel any previously executed agreements between Pipeline and Subscriber with respect to the use of the System.

7.7 Pipeline reserves the right to modify or replace the System at any time.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

By: Susanna Barry *RM*
Kourtney Calhoun *2/19/07*
for Agent and Attorney-in-Fact *2/28/07* *2/20/07*

Accepted and Agreed to this
28th day of February, 2007

SUBSCRIBER

By: D. Bowersox
Name: Dennis Bowersox
Title: VP/Manager Industrial Fuels