



GLOBAL ENERGY MARKETING II LLC
d/b/a GMG ENERGY MARKETING II LLC

RECEIVED
PUBLIC SERVICE
COMMISSION
EXEC-FILES-ALBANY

2015 JAN 29 AM 10:35
GMG Energy Marketing II LLC
800 South Street, Suite 500
Waltham, MA 02453
Phone: 781.398.4436
Fax: 781.398.9085
Email: psegaloff@globalp.com

January 29, 2015

VIA E-FILE

Ms. Robin Taylor
NYS Department of Public Service
Natural Gas Division
3 Empire State Plaza
Albany, New York 12223-1350

Re: Global Energy Marketing II LLC d/b/a GMG Energy Marketing II LLC
("GEM II") ESCO Compliance Filing

Dear Ms. Taylor:

In accordance with Uniform Business Practices Section 2.D., GEM II affirms that all information currently on file with your office remains current and valid as of the date hereof.

Should you have any questions please do not hesitate to contact me at the number listed above. Thank you for your assistance.

Sincerely,

Phil Segaloff
Associate General Counsel

cc: Christine Bosy (via email only)
Amy J. Gould, Esq. (via email only)
Eileen Sweeney (via email only)
Dennis Bowersox (via email only)



GLOBAL ENERGY MARKETING LLC
d/b/a GMG ENERGY MARKETING LLC

GMG Energy Marketing LLC
800 South Street, Suite 500
Waltham, MA 02453
Phone: 781.398.4436
Email: psegaloff@globalp.com

January 29, 2015

VIA E-FILE

Christine Bosy
NYS Department of Public Service
Office of Industry and Government Relations
Empire State Plaza
Agency Building 3
Albany, NY 12223-1350

Re: **Global Energy Marketing LLC d/b/a GMG Energy Marketing LLC**
Triennial Filing

Dear Ms. Bosy:

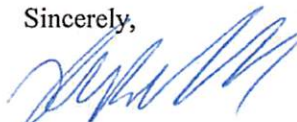
In accordance with Section 2.D. 2 of the Uniform Business Practices ("UBP"), enclosed for your review and approval is the Triennial Filing submitted on behalf of Global Energy Marketing LLC d/b/a GMG Energy Marketing LLC ("GMG").

The documentation in this filing includes the following submittals:

1. A completed and updated Retail Access Application Form ("RAA") that complies with the requirements of Section 2.B of the UB. The documents requested in the RAA are annexed as Attachment A-K to the RAA
2. A completed Service Provider Contact Form, identifying the GMG Employees responsible for resolving consumer complaints received by The Department and referred to GMG (Attachment K); and
3. A completed HEPPA Compliance Filing including the following documents: Residential Payment Agreement; Asset Evaluation (form); Budget Billing Agreement; Quarterly Billing (plan); Past Due Reminder; Notification to Social Services of Customer Inability to Pay; Final Termination Notice (residential); Final Suspension Notice; DPA Process Description; Residential Sales Agreement and a narrative description of the HEPPA termination process.

Should you have any questions regarding the enclosed forms, please do not hesitate to contact either Amy J. Gould, Esq. at (781) 398-4033 or me at (781) 398-4436.

Sincerely,



Philip Segaloff, Esq.

Enclosures

cc: Amy Gould (e-mail only)
Dennis Bowersox (e-mail only)
Eileen Sweeney (e-mail only)

New York State Department of Public Service

**Energy Service Company (ESCO)
RETAIL ACCESS APPLICATION FORM**

For all questions regarding this application, please contact Christine Bosy
at (518) 486-2432 or by email at christine.bosy@dps.ny.gov

Use additional sheets as necessary

1. Business Information

Business Name: Global Energy Marketing LLC

Address: 2800 Bruckner Blvd., Suite 304

City: Bronx

State: NY

ZIP: 10465

Telephone: 718-536-3000

Fax: 718-536-3019

If you intend to market your services under other name(s) (e.g., d/b/a, alias) please list here:

GMG Energy Marketing LLC

Do you currently have any energy affiliates (including subsidiaries) located or operating within

New York State? YES ☒ NO ☐ Global Energy Marketing II LLC

If yes, please provide the contact information for any entity with an ownership interest of 10 percent
or more in the company(ies) listed above?

Business Name: Global Operating LLC

Contact Person: Dennis D. Bowersox, VP/Manager Industrial Fuels Marketing

Address: 800 South Street, Suite 500

City: Waltham

State: MA

ZIP: 02453

Telephone: 781-398-4025

Fax: 781-398-9060

Email: dbowersox@globalp.com

During the previous 36 months, have any criminal or regulatory sanctions been imposed for any senior
officer of the ESCO applicant, its subsidiaries or its energy affiliates listed above?

YES ☐ NO ☒

If yes, please provide the following information:

Name:

Title:

Name:

Title:

Name:

Title:

2. Contact Information

Executive Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Executive Contact:

Name: Eileen Sweeney

Title: Vice President

Address: 2800 Bruckner Blvd., Suite 304

City: Bronx State: NY ZIP: 10465

Telephone: 718-536-3004 Fax:

Email: esweeney@globalp.com

Regulatory Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Regulatory Contact:

Name: Edward J. Faneuil

Title: EVP, Secretary and General Counsel

Address: 800 South Street, Suite 500

City: Waltham State: MA ZIP: 02453

Telephone: 781-398-4211 Fax: 781-398-9211

Email: efaneuil@globalp.com

Marketing Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Marketing Contact:

Name: Eileen Sweeney

Title: Vice President

Address: 2800 Bruckner Blvd, Suite 304

City: Bronx State: NY ZIP: 10465

Telephone: 718-536-3004 Fax:

Email: esweeney@globalp.com

Public Information for PSC Website (INFORMATION REQUIRED)

Marketing web page: <http://www.globalp.com>

Customer Service Email:

Toll Free Number:

Vendor Contact (IF APPLICABLE)

Please provide the following contact information for vendors you intend to use (e.g., EDI):

Vendor Name: EC Infosystems Inc.

Address: 200 Garden City Plaza, Suite 210

City: Garden City State: NY ZIP: 11530

Contact Name: Amanda Goswami

Telephone: 516-739-1001 ext. 11 Fax: 516-739-4724

Email: agoswami@ecoinfosystems.com

3. Eligibility Filing Requirements (Required for new applicants and triennial filings)

Incomplete Applications, including eligibility filing requirements, will not be processed

The following must be provided with your completed application:

- Copy, and proof of acceptance, of your registration with the NYS Department of State
- Comprehensive copy of your standard Sales Agreement(s), including presentation of Customer Disclosure Statement
- Marketing Representative ID Badge
- Marketing Standards Quality Assurance Plan
- Sample forms of notices to be sent upon:
 - Assignment of sales agreements
 - Discontinuance of service
 - Transfer of 5000 or more customers to other providers
- Sample(s) of your billing format(s)
- Procedures you will use to obtain customer's authorization for historic usage and credit information
- Copies of informational and promotional materials used for mass marketing purposes
- HEFPA documents, if providing energy supply to residential customers
 - Residential Payment Agreement
 - Asset Evaluation
 - Budget Billing Plan
 - Quarterly Billing
 - Past Due Reminder
 - Notification to Social Services of Customer Inability to Pay
 - Final Termination Notice
 - Final Suspension Notice
- Internal procedures for the prevention of slamming or cramming
- A list of the entities, including contractors and sub-contractors, that will market to customers on behalf of your ESCO.
- Attestation that you will comply with the requirements of New York State's Environmental Disclosure Program, if you intend to serve electric customers
- NYS DPS Office of Consumer Services Service Provider Form

If any information required with this application package is not enclosed, please attach a detailed explanation, and when it will be provided.

4. Identify the Types and Locations of Markets

Place an "x" in the applicable cells of the table below to 1) designate the individual Utility retail access programs in which you participate, or intend to participate, and the customer market(s) in each program you serve, or intend to serve 2) indicate the commodities you offer, or intend to offer, in each service territory, and 3) indicate the billing options you offer, or intend to offer, in each territory.

The designation "N/A" indicates that either a commodity or billing option is not available in a specific service territory. Note that dual billing capability is required for all ESCOs and utilities.

Utility	Customer Markets		Commodity		Billing Options		
	Residential	Nonresidential	Natural Gas	Electricity	Utility Rate Ready Consolidated	Utility Bill Ready Consolidated	Single Retailer
Central Hudson						N/A	N/A
Con Edison	✓	✓	✓		✓	N/A	N/A
Corning NG				N/A	N/A	N/A	N/A
LIPA			N/A		N/A	N/A	N/A
Natl. Grid (Downstate)	✓	✓	✓	N/A	N/A	✓	N/A
Natl. Grid (Upstate)						N/A	N/A
NFG				N/A		N/A	
NYSEG					N/A		N/A
O&R	✓	✓	✓		✓	N/A	N/A
RG&E					N/A		N/A
St. Lawrence				N/A	N/A	N/A	N/A

5. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this application, the answers and materials contained in this application package are true and the application package submitted is complete and accurate. An ESCO that knowingly makes false statements in this application package is subject to denial or revocation of eligibility.

Signature


 Title Vice President, Manager Industrial
 Fuels Marketing

Print Name Dennis D. Bowersox

Date January 29, 2015

GMG Energy Marketing LLC
Retail Access Application Form
Triennial Application

ATTACHMENTS A - K

ATTACHMENT A

Copy, and proof of acceptance, of your registration with the NYS Department of State.

See attached

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for GMG ENERGY MARKETING LLC, File Number 090312000621 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



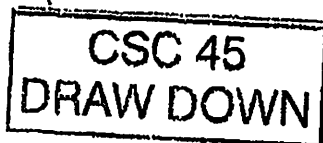
WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
January 23, 2015.

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

Authentication Number: 1501231047 To verify the authenticity of this document you may access the
Division of Corporations' Document Authentication Website at <http://ecorp.dos.ny.gov>



New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Ave.
Albany, NY 12231
www.dos.state.ny

090312000

6021

APPLICATION FOR AUTHORITY OF

Global Energy Marketing LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Global Energy Marketing LLC

If the name does not contain a required word or abbreviation pursuant to Section 204 of the Limited Liability Company Law, the following word or abbreviation is added to the name for use in this state:

(Do not complete this section unless the limited liability company's true name is not available pursuant to §204 of the Limited Liability Company Law.) The fictitious name under which the limited liability company will do business in New York is: GMG Energy Marketing LLC

SECOND: The jurisdiction of organization of the limited liability company is: Delaware

. The date of its organization is: March 9, 2009 .

THIRD: The county within this state in which the office, or if more than one office, the principal office of the limited liability company is to be located is: Bronx County

(A county in New York State must be stated. Please note that the limited liability company is not required to have an actual physical office in this state.)

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process served against him or her is:

c/o Corporation Service Company
80 State Street
Albany, NY 12207-2543

DOS-1361 (Rev. 7/08)

090312000621

FIFTH: (Complete the statement that applies)

The address of the office required to be maintained in the jurisdiction of its formation is:

Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808-1645

If no office is required to be maintained in the jurisdiction of its formation, the address of the principal office of the limited liability company is:

SIXTH: The foreign limited liability company is in existence in its jurisdiction of formation at the time of filing of this application.

SEVENTH: The name and address of the Secretary of State or other authorized official in its jurisdiction of organization where a copy of its articles of organization is filed is:

Delaware Secretary Of State
Division of Corporations
PO Box 898
Dover, DE 19903

X /s/ Edward Faneuil
(Signature)

Edward Faneuil
(Type or print name)

Authorized Person
(Title or capacity of signer)

Please Note: A certificate of existence or, if no such certificate is issued by the jurisdiction of formation, a certified copy of the articles of organization of the limited liability company and all subsequent amendments therefore, or if no articles of organization have been filed, a certified copy of the certificate filed as its organizational base and all amendments thereto, **must be attached** to the application for authority when submitted for filing. If such certificate or certified copy is in a foreign language, a translation in English thereto under oath of the translator shall be attached.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLOBAL 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 ELEVENTH DAY OF MARCH, A.D. 2009.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLOBAL ENERGY MARKETING LLC" WAS FORMED ON THE NINTH DAY OF MARCH, A.D. 2009.

4663129 8300

090256912

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7180206

DATE: 03-11-09

CSC 45
DRAW DOWN

APPLICATION FOR AUTHORITY OF 090312000

621

Global Energy Marketing LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

Filed by: Vinson & Elkins L.L.P., Attn: Ramey Layne
(Name)

666 Fifth Avenue, 26th Floor
(Mailing address)

New York, New York 10103
(City, State and Zip code)

CUSTOMER REF. #

921078111

NOTE: This form was prepared by the New York State Department of State for filing an application for authority for a foreign limited liability company to conduct business in New York State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$250 filing fee made payable to the Department of State.

(For office use only.)

ice

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAR 12 2009

TAX \$

BY: 

2009 MAR 12 PM 12:09

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for GMG ENERGY MARKETING LLC, File Number 090515000348 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
January 23, 2015.

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

Authentication Number: 1501231048 To verify the authenticity of this document you may access the
Division of Corporations' Document Authentication Website at <http://ecorp.dos.ny.gov>

090515000348

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231
www.dos.state.ny.us

CSC 45

CERTIFICATE OF PUBLICATION
OF

GLOBAL ENERGY MARKETING LLC

Under Section 802 of the Limited Liability Company Law

The undersigned is the Authorized Person of
GLOBAL ENERGY MARKETING LLC

If the name of the limited liability company has changed, the
name under which it was formed is:

If applicable, the fictitious name the foreign limited
liability company has agreed to use in this state is:
GMG ENERGY MARKETING LLC

The application for authority was filed by the Department of
State on: 03/12/2009.

The published notices described in the annexed affidavits
of publication contain all of the information required by
Section 802 Limited Liability Company Law.

The newspapers described in such affidavits of publication
satisfy the requirements set forth in the Limited Liability
Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties
of perjury.

Dated: May 14, 2009

/s/ Edward Faneuil

Edward Faneuil

090515000348

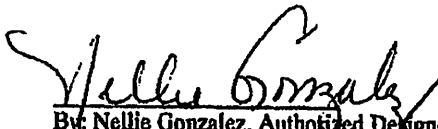
***Affidavit of Publication
Under Section 802 of the
Limited Liability Company Law***

***State of New York
County of Bronx, ss.:***

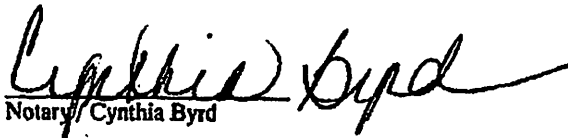
The undersigned is the Publisher of the NEW YORK LAW JOURNAL, a Daily Newspaper published in New York, New York. A notice regarding GLOBAL ENERGY MARKETING LLC was published in said newspaper once in each week for six successive weeks, commencing on 03/20/09 and ending on 04/24/09. The Text of the Notice as published in said newspaper is as set forth below. This newspaper has been designated by the Clerk of Bronx County for this purpose.

NOTICE OF QUALIFICATION of GLOBAL ENERGY MARKETING LLC. Authority filed with Secy. of State of NY (SSNY) on 03/12/09. Office location: Bronx County. LLC formed in Delaware (DE) on 03/09/09. LLC agrees to use fictitious name of GMG ENERGY MARKETING LLC while conducting business in NY. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Co. (CSC), 80 State St., Albany, NY 12207-2543. DE address of LLC: c/o CSC, 2711 Centerville Rd., Ste. 400, Wilmington, DE 19808-1645. Arts. of Org. filed with DE Secy. of State, Div. of Corps., PO Box 898, Dover, DE 19903. Purpose: Any lawful activity. 1196184 m20-F a24

George Dillehay, Publisher


By: Nellie Gonzalez, Authorized Designee of the
Publisher

SWORN TO BEFORE ME, this 24th day of April,
2009


Notary/ Cynthia Byrd

**Cynthia Byrd
Notary Public, State of New York
No. 01BY6056945
Qualified in Kings County
Commission Expires April 09, 2011**

Affidavit of Publication

Under section 802 of the Limited Liability Company Law

Under Section _____ of the Partnership Law

State of New York }
County of New York }. ss:

The undersigned is the Publisher of The Jewish Week, a weekly newspaper published in New York, New York. A notice regarding

GLOBAL ENERGY MARKETING LLC

was published in said newspaper one in each week for six successive weeks, commencing on 9/27/2009 and ending on 5/1/2009

The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of BRONX County for this purpose.

Gary Rosenblatt

Gary Rosenblatt, Publisher

Sworn and signed before me,
this 1st day of May 2009

Evelina Yudin
(notary signature)

EVELINA YUDIN
Notary Public, State of New York
No. 01YU0016282
Qualified in New York County
Commission Expires Nov. 16, 2010
(notary stamp)

Notice of Qualification
of GLOBAL ENERGY
MARKETING LLC.
Authority filed with
Secy. of State of NY
(SSNY) on 03/12/09.
Office location: Bronx
County. LLC formed in
Delaware (DE) on 03/
09/09. LLC agrees to
use fictitious name of
GMG ENERGY
MARKETING LLC while
conducting business in
NY SSNY designated as
agent of LLC upon
whom process against
it may be served SSNY
shall mail process to c/
o Corporation Service
Co. (CSC), 80 State St.,
Albany, NY 12207-
2543. DE address of
LLC: c/o CSC, 2711
Centerville Rd., Ste.
400, Wilmington, DE
19808-1645. Arts. of
Org. filed with DE Secy.
of State, Div. of Corps.,
PO Box 898, Dover, DE
19903. Purpose: Any
lawful activity. JW 3/27
4/3,10,17,24 5/1

090515000348

CSC 45

CERTIFICATE OF PUBLICATION
OF
GLOBAL ENERGY MARKETING LLC

Under Section 802 of the Limited Liability Company Law

Filed by:Vinson & Elkins LLP
26th Floor
666 Fifth Avenue
New York, NY 10103-0040
Cust. Ref#921078RZM

DRAWDOWN

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1-
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 15 2009
TAXS
BY SB

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLOBAL 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-THIRD DAY OF JANUARY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLOBAL ENERGY MARKETING LLC" WAS FORMED ON THE NINTH DAY OF MARCH, A.D. 2009.

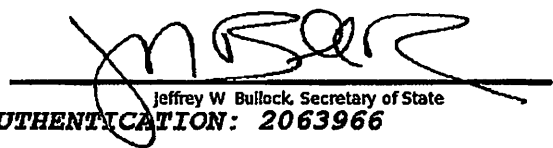
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



4663129 8300

150091167

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2063966

DATE: 01-23-15

ATTACHMENT B

Comprehensive copy of your standard Sales Agreement(s).

See annexed documents



Natural Gas Sales Agreement

Account Information		Marketer Information	
Date		GLOBAL Energy Marketing LLC d.b.a. GMG Energy Marketing LLC ("Global") 2800 Bruckner Blvd, Suite 304 Bronx, NY 10465 Phone: 718-536-3000 - Fax: 718-536-3019 Web: www.globalp.com Email: nygasinfo@globalp.com	
Account Name			
Billing Name			
Billing Address			
City, State, ZIP			
Telephone #			
Fax # / Email		Global Energy Rep	
Contact Name		Agent Code	

A) Term of Agreement		Billing Option	
Start Date	/ /	End Date	/ /
		<input type="checkbox"/> Consolidated Billing Single Bill from LDC	<input type="checkbox"/> Dual Billing Global & LDC
B) Pricing Program		Service Class	
<input type="checkbox"/> Fixed Rate	\$_____ Per Therm	<input type="checkbox"/> Firm Transportation	<input type="checkbox"/> Interruptible Transportation
<input type="checkbox"/> NYMEX Plus Basis*	\$_____ Per Therm Adder to Monthly NYMEX Expiration _____	<input type="checkbox"/> New Account <input type="checkbox"/> Renewal	
<input type="checkbox"/> Monthly Variable Rate*	*Can be converted to a fixed rate	<input type="checkbox"/> 100% swing (Full Requirements) <input type="checkbox"/> 0% Swing <input type="checkbox"/> 10% swing	
All Rates Quoted Include LDC Line Loss Fees Global does not gross up meter read volumes for Line Loss			

C) Service Address	City, Zip	County	LDC	LDC Account #	Tax Type

Monthly Volumes							
Jan		Apr		Jul		Oct	
Feb		May		Aug		Nov	
Mar		Jun		Sep		Dec	
							Total Therms

CUSTOMER DISCLOSURE STATEMENT

Price	As noted on this Cover Sheet. If variable, the price will change monthly in response to market conditions. (See section B above).
Length of the agreement and end date	As noted on this Cover Sheet (See section A above).
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service the projected amount of natural gas to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Global can sell such gas following the termination.
Amount of Late Payment Fee and method of calculation	1.5% on overdue balances
Provisions for renewal of the agreement	After initial term, unless otherwise agreed to, renews on a month to month basis unless terminated by either party.



Terms and Conditions of Natural Gas Sales Agreement (Commercial)

Agreement to Sell and Purchase Energy. This is an agreement between GMG Energy Marketing LLC. ("Global") and the above-signed customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Global (the "Agreement"). Subject to the terms and conditions of this Agreement, Global agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Customer, necessary to meet Customer's requirements based upon consumption data obtained by Global or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is listed on the cover page to this agreement under the header "Monthly Volumes".

Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Global is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term") or as noted on the cover sheet to this agreement under the header "Term of Agreement". Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the Global Monthly Variable Rate, unless Global sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. At any time after the expiration of the initial term of this Agreement, while receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as Global is provided with 30 days' advance written notice of termination.

Pricing, Billing, and Termination. Pricing will be based upon the "Pricing Program" chosen on the cover sheet to this agreement. If a variable pricing option is chosen, the variable price per therm will be established each month by Global based upon market conditions. All applicable taxes will be added separately in New York. **Swing Load Pricing:** "Fixed" Price applies to Monthly Contract Quantities ("MCQ") only. The MCQ is set forth on the 1st page. To the extent that Buyer's requirements exceed MCQ, ("Additional Gas") or the daily allotment thereof, those requirements shall be supplied at the Cost + price. To the extent that Buyer's requirements are below MCQ or the daily allotment thereof, then Buyer will be invoiced for the MCQ at the fixed price, and credited for the difference between MCQ and amounts not used at the Cost + Price. Fixed Prices are set forth on the front page of this Contract. "Cost" includes the amounts paid by Global Energy Marketing LLC for the additional gas or in the case of a credit back to the Buyer, as paid to Global Energy Marketing LLC for the Surplus Gas, plus associated carrying charges. Global will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month and termination of this Agreement upon 15 days' written notice. Additionally, if there is a material adverse change in the business or financial condition of Customer (as determined by Global at its discretion) or if Customer fails to post any required security deposit, then, in addition to any other remedies that it may have, Global may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the customer shall pay, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the prior 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement. Customer may receive a single bill for both commodity and delivery costs from the LDC or each of the LDC and Global may invoice Customer separately. Failure to make full payment of Global charges due on any consolidated bill prepared by the LDC for Global will be grounds for disconnection of utility services in accordance with New York Public Service Commission ("NYPSC") rules and regulations on the termination of service to non-residential customers in New York, 16 NYCRR Section 13.3. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A \$30 fee will be charged for all returned checks.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Global. Global may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

Information Release Authorization. Customer authorizes Global to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; and credit information. This information may be used by Global to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Global. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Global or by calling Global at 1.800.542.0778. Global reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by Global to Customer are governed by the terms and conditions of this Agreement. Global will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Global at 1.800.542.0778 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Global charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 20 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided.

Agency. Customer hereby appoints Global as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over interstate facilities and those of the LDC needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All natural gas sold under this Agreement shall be delivered to a City Gate location considered the "Point of Delivery", which shall constitute the point at which title transfers and the sale occurs hereunder.

Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Global. Global makes no representations or warranties other than those expressly set forth in this Agreement, and Global expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.



Force Majeure. Global will make commercially reasonable efforts to provide natural gas hereunder but Global does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Global ("Force Majeure Events") may result in interruptions in service. Global will not be liable for any such interruptions caused by a Force Majeure Event, and Global is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Global's control.

Liability. The remedy in any claim or suit by Customer against Global will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Global or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Global Contact Information. Customer may contact Global's Customer Service Center at 1.800.542.0778, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to Global at: GMG Energy Marketing LLC, 2800 Bruckner Blvd., Suite 304, Bronx, NY 10465.

Dispute Resolution. In the event of a billing dispute or disagreement involving Global's service, Customer should contact Global's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Global's net income, shall be paid by Customer, and Customer agrees to indemnify Global and hold Global harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Global is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Global shall have the right to cancel this Agreement on 15 days' notice to Customer.

Emergency Service. In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and Customer's LDC. The LDCs' telephone numbers are as follows: for Con Edison, 1.800.75C.ONED (1.800.752.6633); for KeySpan LI 1.800.490.0045; for Keyspan NY 1.718.643.4050; for Orange & Rockland 1.800.533.5325; for PSE&G 1.800.436.PSEG; for NJNG 1.800.GAS.LEAK; for SJG 1.800.582.7060; and for E-Town 1.800.492.4009. Customer should then call Global at: 1.800.542.0778.

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Confidentiality. Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided under this Agreement is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Global. In the case of telephonic or electronic enrollment such execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

07/09/2009 (NY)

This sale is subject to the attached Terms and Conditions (which are hereby incorporated into and made a part of this Natural Gas Sales Agreement), and to Global's approval of Customer's credit. Customer acknowledges that this Agreement represents the entire agreement reached between Customer and Global, and by signing below, Customer agrees to allow Global to initiate service and to enroll the above accounts into Global's supply pool with the listed LDC.

Customer: _____
By Authorized Agent: _____
Title: _____
Signature: _____
Date: _____

Seller: GMG Energy Marketing LLC
By Authorized Agent: Eileen Sweeney
Title: Vice President
Signature: _____
Date: _____

Date 01/06/2015

«ACCT-NM»
«ADDR-1-EX»
«ADDR-2-EX»
«CITY-EX», «STATE-EX» «POSTAL-CD-EX»

NON-RESIDENTIAL RENEWAL NOTICE

Dear Customer,

This letter is to inform you that your Natural Gas agreement(s) with Global Montello Group, LLC. expired. We hope you will continue to choose Global Montello Group for your Natural Gas supply needs. Listed below is a summary of your renewal agreement.

Account Number(s):	«LDC-ACCT-NO»
Account Name:	«ACCT-NM»
Service Address(es):	«ServAddress»
Local Utility Company(s):	«VENDOR-NM»
Type(s) of Service:	Natural Gas
Product Type: Fixed/Variable and, if variable, how the price is determined	Please call for pricing
Agreement Term:	
Renewal Price:	
Early Termination Fee:	
Term Start/End Date:	(Start) (End)

If you are interested in hearing about other supply plans that we offer, please contact us at 718-536-3000. If you choose not to continue your service with us, you may switch to another supplier or return to your local utility company, without an early termination fee, at the expiration of your current agreement by contacting us or your local utility company.

www.globalp.com

Thank you for allowing us to serve you.

Global Montello Group LLC, DBA Global Energy Marketing
2800 Bruckner Blvd
Bronx, NY 10465
718-536-3000

New York State Public Service Commission Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - cancellation process and any early termination fees, which are limited by law; and conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to <http://www.dps.state.ny.us/resright.html>.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.state.ny.us>.

You can find more information about your energy alternatives by visiting: www.askpsc.com



Natural Gas Residential Sales Agreement

Account Information		Marketer Information	
Date		GLOBAL Energy Marketing LLC d.b.a. GMG Energy Marketing LLC ("Global") 2800 Bruckner Blvd, Suite 304 Bronx, NY 10465 Phone: 718-536-3000 - Fax: 718-536-3019 Web: www.globalp.com Email: nygasinfo@globalp.com	
Account Name			
Billing Name			
Billing Address			
City, State, ZIP			
Telephone #			
Fax # / Email		Global Energy Rep	
Contact Name		Agent Code	

A) Term of Agreement		Billing Option	
Start Date	/ /	End Date	/ /
		<input type="checkbox"/> Consolidated Billing Single Bill from LDC	<input type="checkbox"/> Dual Billing Global & LDC
B) Pricing Program		Service Class	
<input checked="" type="checkbox"/> Fixed Rate	\$ _____ Per Therm	<input type="checkbox"/> Firm Transportation	<input type="checkbox"/> Interruptible Transportation
<input type="checkbox"/> NYMEX Plus Basis*	\$ _____ Per Therm Add to Monthly NYMEX Expiration	<input type="checkbox"/> New Account <input type="checkbox"/> Renewal	
<input type="checkbox"/> Monthly Variable Rate*	*Can be converted to a fixed rate	All Rates Quoted Include LDC Line Loss Fees Global does not gross up meter read volumes for Line Loss	

C) Service Address	City, Zip	County	LDC	LDC Account #	Tax Type

Monthly Volumes							
Jan		Apr		Jul		Oct	
Feb		May		Aug		Nov	
Mar		Jun		Sep		Dec	
							Total Therms

CUSTOMER DISCLOSURE STATEMENT

Price	As noted on this Cover Sheet. If variable, the price will change monthly in response to market conditions. (See section B above).
Length of the agreement and end date	As noted on this Cover Sheet (See section A above).
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service the projected amount of natural gas to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Global can sell such gas following the termination.
Amount of Late Payment Fee and method of calculation	1.5% on overdue balances
Provisions for renewal of the agreement	After initial term, unless otherwise agreed to, renews on a month to month basis unless terminated by either party.



Terms and Conditions of Natural Gas Sales Agreement (Commercial)

Agreement to Sell and Purchase Energy. This is an agreement between GMG Energy Marketing LLC. ("Global") and the above-signed customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Global (the "Agreement"). Subject to the terms and conditions of this Agreement, Global agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Customer, necessary to meet Customer's requirements based upon consumption data obtained by Global or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is listed on the cover page to this agreement under the header "Monthly Volumes".

Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Global is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term") or as noted on the cover sheet to this agreement under the header "Term of Agreement". Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the Global Monthly Variable Rate, unless Global sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. At any time after the expiration of the initial term of this Agreement, while receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as Global is provided with 30 days' advance written notice of termination.

Pricing, Billing, and Termination. Pricing will be based upon the "Pricing Program" chosen on the cover sheet to this agreement. If a variable pricing option is chosen, the variable price per therm will be established each month by Global based upon market conditions. All applicable taxes will be added separately in New York. **Swing Load Pricing:** "Fixed" Price applies to Monthly Contract Quantities ("MCQ") only. The MCQ is set forth on the 1st page. To the extent that Buyer's requirements exceed MCQ, ("Additional Gas") or the daily allotment thereof, those requirements shall be supplied at the Cost + price. To the extent that Buyer's requirements are below MCQ or the daily allotment thereof, then Buyer will be invoiced for the MCQ at the fixed price, and credited for the difference between MCQ and amounts not used at the Cost + Price. Fixed Prices are set forth on the front page of this Contract. "Cost" includes the amounts paid by Global Energy Marketing LLC for the additional gas or in the case of a credit back to the Buyer, as paid to Global Energy Marketing LLC for the Surplus Gas, plus associated carrying charges. Global will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month and termination of this Agreement upon 15 days' written notice. Additionally, if there is a material adverse change in the business or financial condition of Customer (as determined by Global at its discretion) or if Customer fails to post any required security deposit, then, in addition to any other remedies that it may have, Global may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the customer shall pay, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the prior 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement. Customer may receive a single bill for both commodity and delivery costs from the LDC or each of the LDC and Global may invoice Customer separately. Failure to make full payment of Global charges due on any consolidated bill prepared by the LDC for Global will be grounds for disconnection of utility services in accordance with New York Public Service Commission ("NYPSC") rules and regulations on the termination of service to non-residential customers in New York, 16 NYCRR Section 13.3. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A \$30 fee will be charged for all returned checks.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Global. Global may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

Information Release Authorization. Customer authorizes Global to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; and credit information. This information may be used by Global to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Global. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Global or by calling Global at 1.800.542.0778. Global reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by Global to Customer are governed by the terms and conditions of this Agreement. Global will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Global at 1.800.542.0778 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Global charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 20 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided.

Agency. Customer hereby appoints Global as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over interstate facilities and those of the LDC needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All natural gas sold under this Agreement shall be delivered to a City Gate location considered the "Point of Delivery", which shall constitute the point at which title transfers and the sale occurs hereunder.

Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Global. Global makes no representations or warranties other than those expressly set forth in this Agreement, and Global expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.



Force Majeure. Global will make commercially reasonable efforts to provide natural gas hereunder but Global does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Global ("Force Majeure Events") may result in interruptions in service. Global will not be liable for any such interruptions caused by a Force Majeure Event, and Global is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Global's control.

Liability. The remedy in any claim or suit by Customer against Global will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Global or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Global Contact Information. Customer may contact Global's Customer Service Center at 1.800.542.0778, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to Global at: GMG Energy Marketing LLC, 2800 Bruckner Blvd., Suite 304, Bronx, NY 10465.

Dispute Resolution. In the event of a billing dispute or disagreement involving Global's service, Customer should contact Global's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Global's net income, shall be paid by Customer, and Customer agrees to indemnify Global and hold Global harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Global is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Global shall have the right to cancel this Agreement on 15 days' notice to Customer.

Emergency Service. In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and Customer's LDC. The LDCs' telephone numbers are as follows: for Con Edison, 1.800.75C.ONED (1.800.752.6633); for KeySpan LI 1.800.490.0045; for Keyspan NY 1.718.643.4050; for Orange & Rockland 1.800.533.5325; for PSE&G 1.800.436.PSEG; for NJNG 1.800.GAS.LEAK; for SJG 1.800.582.7060; and for E-Town 1.800.492.4009. Customer should then call Global at: 1.800.542.0778.

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Confidentiality. Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided under this Agreement is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Global. In the case of telephonic or electronic enrollment such execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

07/09/2009 (NY)

This sale is subject to the attached Terms and Conditions (which are hereby incorporated into and made a part of this Natural Gas Sales Agreement), and to Global's approval of Customer's credit. Customer acknowledges that this Agreement represents the entire agreement reached between Customer and Global, and by signing below, Customer agrees to allow Global to initiate service and to enroll the above accounts into Global's supply pool with the listed LDC.

Customer: _____
By Authorized Agent: _____
Title: _____
Signature: _____
Date: _____

Seller: GMG Energy Marketing LLC
By Authorized Agent: Eileen Sweeney
Title: Vice President
Signature: _____
Date: _____

ATTACHMENT C

Sample forms of notices to be sent upon:

- assignment of sales agreements.
- discontinuance of service
- transfer of 5000 or more customers to other providers

See annexed documents

GMG Energy Marketing LLC ("GMG")

NOTICE OF ASSIGNMENT

Notice is hereby provided that pursuant to Section ____ of the Sales Agreement dated _____ ("Sales Agreement") between _____ ("Customer") and GMG, all of GMG's rights, interests and obligations under said Agreement have been assigned and transferred to [name, address email address and telephone number of assignee] _____. This assignment will be effective as of _____ [15 calendar days' notice].

List any changes [if any] in the prices, terms and conditions of service

If you have any questions please contact [assignee] _____ at _____

GMG Energy Marketing LLC ("GMG")

**NOTICE OF TRANSFER OF 5000 OR MORE
CUSTOMERS**

Notice is hereby provided that pursuant to Section ____ of the Sales Agreements ("Agreements") between the Customers set forth on Attachment "A" annexed hereto ("Customers") and GMG, all of GMG's rights, interests and obligations under said Agreements have been assigned and transferred to [name, address email address and telephone number of Assignee]_____. This assignment will be effective as of _____ [15 calendar days' notice].

List any changes [if any] in the prices, terms and conditions of service

If you have any questions please contact [Assignee] _____ at _____

Global Energy Marketing LLC ("GMG")

**NOTICE OF DISCONTINUANCE
Commercial**

Date

**Customer Name
Address
City, State Zip**

Dear

Notice is hereby given that under the terms of the Commercial Sales Agreement ("Agreement") entered into between _____ and GMG, service pursuant said Agreement shall be discontinued as of _____ (15 calendar days' notice) and that GMG will no longer have any obligation to provide service after said date.

The Customer has the option to select another supplier or receive full utility service from the distribution utility. The Customer shall receive full utility service from the distribution utility until the customer selects a new supplier and the change in providers is effective, unless the distribution utility notifies the customer that it will terminate its delivery service on or before the discontinuance date.

If you have any questions, please contact us at 1-8XX-XXX-XXXX.

Sincerely,

GMG Energy Marketing LLC

ATTACHMENT D

Sample(s) of your dual billing format(s).

See annexed document

GMG Energy Marketing LLC
800 South Street, Suite 200
Waltham, MA 02454
1.800.XXX.XXXX

Customer Name
Customer Acct #
Address
Invoice #
Invoice Date

Billing Period: // - //
Billing Period Usage: xxxx kWh or dth

Previous Balance
New Charges
Payments /Adj.
Due Amount
Due Date

ATTACHMENT E

Procedures you will use to obtain customer's authorization for historic usage and credit Information

The following Information Release Authorization modified to particular customers will be obtained from the customer:

Information Release Authorization. Customer authorizes GMG to obtain and review information regarding the customer's credit history from credit reporting agencies, and the following information from the LDU: consumption history; billing determinants; account number; credit information; and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by GMG to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to GMG. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to GMG or calling GMG at 1-800-542-0778. GMG reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

ATTACHMENT F

Procedures you will use to enroll customers for supply service e.g. via telephone, via Internet or via written sales solicitation.

GMG will follow the relevant procedures codified in the Uniform Business Practices at Section 5, Attachments 1, 2 and 3, and Section 10, as amended.

ATTACHMENT G

Copies of informational and promotional material used for mass marketing purposes

See attached

The Global Advantage

Lower Energy Costs

Budget Certainty

Enhanced Customer Services

Market Intelligence

Customized Options

Experienced Professional Staff

Quick Response

Financially Strong Company

One-Stop Shopping for all your
Energy Needs



In New England:

Global Montello Group Corp.
235 Promenade St., Suite 445
Providence, RI 02908
Phone: 401.421.5870
Fax: 401.421.5865
Email: gasinfo@globalp.com

In Metro New York and New Jersey:

Global Energy Marketing LLC
2800 Bruckner Blvd.
Suite 304
Bronx, NY 10465
Phone: 718.536.3000
Fax: 718.536.3019
Email: gasinfo@globalp.com
(In NY: GMG Energy Marketing LLC)

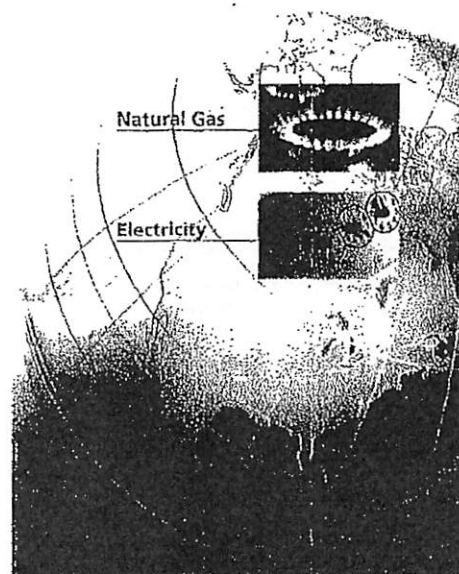
Corporate Headquarters:

Global Partners LP
800 South Street
Suite 200
Waltham, MA 02453
800.685.7222
www.globalp.com

NYSE: GLP

GLOBAL

THE ENERGY TO LEAD THE WAY



Global Partners LP

Fuel Conversion Chart

VOLUME:

Convert Gals of #2 HO to MMBtu of Natural Gas

of Gallons x 0.1385 = # of MMBtu

Convert Natural Gas to #2 HO

of MMBtu / 0.1385 = # of Gals of #2 HO

PRICE:

Convert Price of #2 HO to Price of Natural Gas

\$ per Gallon / 0.1385 = \$ per MMBtu

Convert Price of Natural Gas to Price of #2 HO

\$ per MMBtu x 0.1385 = \$ per Gallon

10 Therms = 1 Dekatherm = 100 MMBtu = 7.22 Gallons of #2 HO

Global Partners LP

Global Energy Marketing and Global Montello Group Corp. are divisions of Global Partners LP, a Fortune 300® public company listed on the NYSE under the symbol GLP.

- Senior management with decades of experience providing customers with their natural gas and electrical power needs
- Competent staff with long-term industry knowledge and experience
- 24/7 Scheduling
- Real time Supply and Trading
- Dedicated Billing and Customer Support
- Focused Marketing

Please visit www.globalp.com for more info about Global Partners.

TERRITORIES SERVED

Global offers energy products and services in the following territories:

New England	Massachusetts
	New Hampshire
	Maine
	Rhode Island
Mid-Atlantic	Connecticut
	Metro New York
	New Jersey
	Long Island
	Upstate NY
	Maryland
	Pennsylvania (in 2013)

PROCUREMENT: PRODUCTS & SERVICES

Natural Gas
Electric Power
Procurement Services
Load Response Solutions
Solar Power
Co-Generation
RFP Preparation & Execution
Auction - Online

DIVERSE PRICING OPTIONS

Various term lengths available for all pricing

Natural Gas:

Fixed Price
Market-based Variable
Hybrid Structured Deals
Trigger Options



Electric:

Fixed
Index
Block & Index



INDUSTRIES SERVED

Hospitality	Municipalities
Real Estate	Educational Facilities
Industrial	Restaurants
Co-Gen	Laundry Facilities
Hospitals	Supermarkets
Health Care	Office Complexes
Manufacturing	And Many Others...



Services Request Form

For a free no obligation price quote, please complete the Services Request Form below and fax to 401-421-5865

Business Name _____

Contact _____

Address _____

Phone _____

Email _____

Utility Name _____

Gas _____

Electric _____

Or contact us at one of our local offices nearest to you. A representative will assist you with all your energy requirements.

New England	401-421-5870
New York/New Jersey	718-536-3000

THE ENERGY TO LEAD THE WAY

ATTACHMENT H

Internal procedures for the prevention of slamming or cramming.

To help prevent slamming or cramming, GMG will institute the following procedures that will guide its marketing activities:

A.

- 1. All marketing representatives will be required to clearly identify that they are marketing on behalf of GMG.*
- 2. Identify that the individual being marketed to is authorized to purchase commodity for the account.*
- 3. Follow the specific procedures codified in Section 5, Attachments 1, 2 and 3 and Section 10 of the Uniform Business Practices.*
- 4. Cramming will be substantially prevented as GMG will use utility consolidated billing in the service territories where it operates, thereby limiting the items that may be included on the bill.*
- 5. GMG will monitor marketing scripts and review telemarketing calls to maintain service quality.*

B. *GMG will implement and follow the provisions of its internal quality assurance program. See attached.*

C. *GMG's marketing representatives will display the appropriate photo-identification, a facsimile of which is attached.*

GMG Energy Marketing LLC

Space for Photo

Name of Representative

Customer Service: 1.8XX.XXXX

GMG Energy Marketing LLC
Marketing Training
and
Quality Assurance Program

Dated: January 2015

GMG Energy Marketing LLC

Marketing Training and Quality Assurance Program

I. Introduction

The goal of GMG is to provide customers with the ability to make informed choices regarding the energy products and services offered by GMG in the evolving competitive retail energy market. To achieve this goal it is necessary for customers during the marketing process and in their interactions with GMG and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

The GMG Marketing Training and Quality Assurance Program ("Program") provides the requisite training and review standards that will govern the operation of GMG's marketing programs and modalities. This Program is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices, marketing representatives are conversant with the competitive retail energy market and the products and services offered by GMG, and that the information provided to customers is accurate, relevant and understandable.

The Program will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

II. Training of Employee Representatives

- A. All individuals hired by GMG to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:
 - 1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the GMG and the local distribution utility ("LDU").
 - 2. Knowledge of the relevant sections of the New York Uniform Business Practices ("UBP"), with particular emphasis on Sections 10 and Attachments 1-3 of Section 5;
 - 3. Knowledge of other applicable laws, rules and regulations;

4. Information concerning the products and services offered by GMG, including details of GMG' rates, payment options, agreement terms, and the customers' right to cancel, including the applicability of any early termination fee;
 5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers;
 6. The requirement to provide the customer with a toll-free number from which the customer may obtain information about GMG' mechanisms for handling billing questions, disputes, and complaints; and
 7. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. The representative should never make false or misleading representations including misrepresenting rates or savings offered by GMG.
 2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of GMG.
 3. In the case of in-person marketing, display the GMG photo-ID.
 4. The representative should never represent that the GMG marketing representative is an employee or representative or acting on behalf of a distribution utility.
 5. The representative should always cover the subjects listed in the Customer Disclosure Statement.
 6. The representative must adhere to the standards applicable to each type of marketing approach.

GMG will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment.

The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

III. Quality Assurance Program

GMG will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with GMG's best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

A. In-House Telemarketing

1. GMG will design and review the marketing script to be used for all sales solicitations.
2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
3. The solicitation will be designed to comply with the provisions of UBP Section 5, Attachment 1 A-D.
4. The representative will be provided with current accurate data concerning the products and services offered by GMG.
5. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
6. GMG will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third party verification companies hired by GMG or an automated voice verification system owned and operated by GMG. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm to the customer's intent to either initiate and enroll supply service with GMG or to continue or modify the service they receive from GMG.
7. GMG will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the

standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. GMG will work with the representative to address any identified deficiency. GMG will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with GMG' quality control standards.

8. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by GMG as required under the UBP, using Sales Agreement forms that have been previously reviewed by GMG counsel and submitted to the NYS Department of Public Service (Department).
9. GMG will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing

1. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with GMG or to continue or modify the service they receive from GMG.
2. The website will incorporate the matters listed in the Customer Disclosure Statement.
3. The website will include the latest product offers available from GMG.
4. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended.
5. Within 3 business days of final agreement to initiate service, GMG will send an electronic confirmation notice to the customer at the customer's e-mail address.
6. GMG will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

C. Door-to-Door Marketing (DTD)

1. This applies to DTD sales as codified in Section 426 of the NYS Personal Property Law, and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the seller, and the seller's agreement or offer to purchase is made at a place other than the place of business of the seller.
2. All DTD sales representatives will, to the maximum possible extent, be retained as employees of GMG and will be primarily compensated by salary rather than on a commission basis.
3. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP Section 10.C.1.
4. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the GMG photo-ID; the salesperson shall inform the customer that he/she represents GMG, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding GMG's products and services immediately upon request which shall include GMG's name and telephone number for inquiries, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.
5. The sales person will also be instructed regarding the provisions of Section 426-431 of the NYS Personal Property Law.
6. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the UBP, including Section 5, Attachment 3 A-B, and Sections 426-431 of the NYS Real Property Law.

7. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with GMG' standards. The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.
8. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
9. All representatives must perform verifications through either third party verification companies hired by GMG or an automated voice verification system owned and operated by GMG. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with GMG or continue or modify the service they receive from GMG. GMG will design and review the script used for such DTD verification.
10. GMG will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. GMG will work with the representative to address any identified deficiency. GMG will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with GMG' quality control standards.
11. GMG will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. GMG will work with the representative to address any identified deficiency. GMG will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with GMG' quality control standards.
12. GMG will design and review the marketing script and verifications to be used for all DTD sales solicitations.
13. GMG will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with GMG.

14. The DTD salesperson shall be required to wear a shirt and/or jacket provided by GMG that contains the GMG logo and otherwise dress in a neat and presentable manner.
15. The DTD salesperson shall be required to wear in a conspicuous location the GMG photo-ID.

D. In Person Marketing (other than DTD)

1. GMG will design and review the marketing script to be used for all sales solicitations.
2. The representative will be provided with current accurate data concerning the products and services offered by GMG
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. GMG will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. GMG will work with the representative to address any identified deficiency. GMG will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with GMG's quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by GMG as required under the UBP, using Sales Agreement form that have been previously reviewed by GMG counsel and submitted to the Department, that are designed to comply with UBP Section 5, Attachment 3 A-B.
6. GMG will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

7. The salesperson shall be required to wear in a conspicuous location the GMG photo-ID.
8. The training of the salespersons will, in addition to covering the items listed in Section II above, will also emphasize the provisions of UBP Section 10.C.1.

E. Direct Mail Marketing

1. GMG will review and prepare all materials used in a direct mail solicitation.
2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.
3. GMG will employ direct mail solicitations that are consistent with the UBP and applicable law.

F. External Marketing

This section outlines the procedures applied by GMG where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of GMG.

1. GMG will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of GMG.
2. GMG will require the provision of at least two references.
3. GMG will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. GMG will provide the vendor GMG' written training materials.
5. GMG will prepare all sales and verification scripts used by the vendor.
6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by GMG.

7. Vendors retained by GMG must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
8. GMG will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

IV. Dispute Resolution Process

GMG will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

1. When GMG receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.
3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, GMG will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.
4. GMG will cooperate with the Department and the Commission regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
5. In the event of any dispute involving a sales agreement and/or authorization, GMG will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

V. Document Retention

GMG will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.

VI. Modification

The Program may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.

ATTACHMENT I

Copies of modified Residential and Non-Residential Sales Agreement if you intend to participate in an ESCO Referral Program under the ESCO Contract Option.

To be subsequently provided, if GMG participates.

ATTACHMENT J

Attestation that you will comply with the requirements of New York State's Environmental Disclosure Program, if you intend to serve electric customers.

GMG affirms that it will comply with the requirements of New York State's Environmental Disclosure Program, if and to the extent GMG Energy Marketing LLC intends to serve electric customers.

ATTACHMENT K

A completed Service Provider Contact Form, identifying the ESCO's employee(s) responsible for resolving consumer complaints received by the Department and referred to the ESCO.

See attached.



New York State Public Service Commission
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date January 28, 2015

Company Name Global Energy Marketing LLC d/b/a GMG Energy Marketing

President _____

Mailing Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

Vice President / Director of Customer Service Eileen Sweeney

Mailing Address 2800 Bruckner Blvd., Suite 304

Bronx, NY 10465

E-mail Address esweeney@globalp.com

Phone Number 718-536-3004 Fax Number _____

Primary Regulatory Complaint Manager Edward J. Faneuil

Mailing Address 800 South Street, Suite 500

Waltham, MA 02453

E-mail Address efaneuil@globalp.com

Phone Number 781-398-4211 Fax Number 781-398-9211

Secondary Regulatory Complaint Manager Dennis D. Bowersox

Mailing Address 800 South Street, Suite 500

Waltham, MA 02453

E-mail Address dbowersox@globalp.com

Phone Number 781-398-4025 Fax Number 781-398-9060

The e-mail Address or Fax Number to be used by PSC when sending consumer complaints is:

email: esweeney@globalp.com

Fax: 718-536-3019

GMG ENERGY MARKETING LLC
HOME ENERGY FAIR PRACTICES ACT
ESCO COMPLIANCE FILING

Description of Enclosed Documents:

- Residential Payment Agreement;
- Asset Evaluation (form);
- Budget Billing Agreement;
- Quarterly Billing (plan);
- Past Due Reminder;
- Notification to Social Services of Customer Inability to Pay;
- Final Termination Notice (residential);
- Final Suspension Notice;
- DPA Process Description;
- Narrative Description of the HEFPA Termination Process; and
- Residential Sales Agreement (included within Attachment B)

GMG Energy Marketing LLC

Form To Evaluate Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income?

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. Do you own your home or do you rent?

7. What is your monthly mortgage or rent payment? _____.

8. List other assets (i.e., Stocks and Bond)

9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

10. Identify all other monthly expenditures by amount:

- Food expenses	\$ _____
- Medical expenses	\$ _____
- Telephone bills	\$ _____
- Utility bills	\$ _____
- Mandatory loan/credit card payments	\$ _____

The information provided by you will be treated in a confidential manner and will not be disclosed to another person unless so requested by you or required by law.

GMG Energy Marketing LLC

BUDGET BILLING PLAN ("Plan")

For Service at Premises Address
Account Number Customer Account #

Customer Name: _____

Customer Address: _____

.....

Under this Plan GMG agrees to provide commodity service in return for your agreement to make payments according to the terms of this Plan.

This Plan requires the payment by you of \$ _____ per month for the 12-month period starting with the billing cycle commencing on _____ and ending on _____.

Such equal monthly payment is based on an estimate of your annual billing which has been calculated by multiplying the average monthly consumption by GMG's current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ therms and/or _____ kwh, based on your last 12 months' actual consumption, adjusted for known changes. If the service address for which you will be billed under this Plan is a new property which has never been served or 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such period. In cases of shorter meter read intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. GMG reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption, and/or (b) an increase in commodity prices.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of commodity service and suspension of distribution service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, GMG shall true-up your account based on a comparison of the aggregate billings under this billing Plan and the amount you would have been charged for the budget period if you were not on the Plan. If you owe GMG a sum of money due to the true-up, you will be billed for such amount in addition to your monthly payment in the last billing cycle covered by this Plan. If you have been over billed, you will be issued a credit which will be adjusted against the Plan that commences upon expiration of this Plan.

Yes! I would like Budget Billing:

Acceptance of Agreement

Customer Signature: _____

Date: _____

Authorized GMG Signature: _____

Date: _____

Return one copy of this Plan signed by xx/xx/200x.

GMG Energy Marketing LLC

Residential Payment Agreement

For Service at
Account Number

PREMISE ADDRESS
CUSTOMER ACCOUNT NUMBER

CUSTOMER NAME
CUSTOMER ADDRESS

GMG Energy Marketing LLC.

The total Amount owed to GMG for this account as of **XX/XX/200X** is: **\$XXX.XX**

GMG is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills.

Also, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. **If you sign and return this form, along with the down payment by (down payment due date), you will be entering into a payment agreement and by doing so avoid termination of service.** This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, Plymouth will send you a Final Termination Notice and may terminate commodity service, as well as seek to suspend your utility distribution services. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call GMG at 1-800-303-2614.**

All future bills are to be paid by the last day to pay shown on the bill.

Payment of Outstanding Balance:

A down payment of \$xx.xx is to be received by xx/xx/200x.

In addition to the current bill and late charge, the remaining balance is to be paid as follows:
\$xx.xx is to be received by the due date of each month starting on xx/xx/200x..

Late payment charges are assessed on the past due balance at a rate of 1.5% monthly, which is an annual rate of 18%. Late payment charges will be assessed after the last day to pay date on your monthly bill. Late payment charges are part of the current bill. If you are not already enrolled in our Budget Billing Program which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Your current monthly budget amount is: \$xx.xx

_____ Yes! I would like a Payment Agreement

Acceptance of Agreement:

Customer Signature:_____ Date:_____

This agreement has been accepted by GMG. If you and GMG cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Department of Public Service at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by xx/xx/201x. If it is not signed and returned, your contract may be terminated, and GMG may pursue suspension of delivery service to your account.

GMG Energy Marketing LLC

Deferred Payment Agreement Process Description

GMG will not terminate service to a residential customer because of arrears owed unless GMG first offers such customer a Deferred Payment Agreement ("DPA") for such arrears where the customer does not have the resources available to pay the bill. GMG will make reasonable efforts to contact eligible customers for the purpose of offering a DPA and negotiating terms tailored to the customer's financial circumstances, prior to making a specific written offer of a DPA. GMG will require the customer to complete an Asset Evaluation Form on a confidential basis.

A scheduled termination or suspension of service may be postponed for up to 10 calendar days after the date stated in the final notice of termination or suspension for the purpose of negotiating a DPA. A written offer of a DPA will be made not less than 7 calendar days (10 if mailed) before the earliest date on which termination or suspension may occur, or a date, up to 10 days thereafter, to which GMG has postponed the termination or suspension while negotiating a DPA.

The Commission or its designee may order a DPA where the parties are unable to reach an agreement.

If GMG believes that the customer is not eligible for a DPA because the customer has the resources to pay the bill, it may seek a determination from the PSC.

The terms of the DPA will obligate the customer to make timely payments of all current charges and for payment of the arrears over a specific period of time, in conformance with the regulations of the PSC.

A customer that fails to comply with the terms of a DPA will be subject to termination or suspension of service. Where a DPA is broken, GMG will send a reminder notice 8 calendar days prior to the day the final notice of termination or suspension will be sent, boldly stating: that the customer must meet the terms of the DPA within 20 calendar days of the date payment was due or a final notice of termination or suspension may be issued; that the customer should contact the GMG if financial circumstances have changed significantly beyond the control of the customer. If by the 20th calendar day after payment was due, GMG has neither received payment nor negotiated a new payment agreement, GMG may demand full payment of all charges and send a final notice of termination or suspension.

**GMG Energy Marketing LLC
QUARTERLY BILLING PLAN ("Plan")**

For Service at PREMISES ADDRESS
Account Number CUSTOMER ACCOUNT #

Customer Name: _____

Customer Address: _____

Under this Plan, GMG will provide commodity service in return for your agreement to make payment as required under this Plan.

The Customer confirms that he/she is greater than 62 years old and that the Customer's aggregate commodity service billings in the preceding 12 months starting on _____ and ending on _____, did not exceed \$150.

Under this Plan you will receive the first bill on _____ covering actual charges incurred during the 3-month period _____ to _____, and you will receive quarterly bills thereafter on or before _____, and _____ for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. Failure to pay the bill when due may subject you to termination of commodity service and suspension of distribution service under the Home Energy Fair Practices Act.

You may contact GMG at XXX-XXX-XXXX or write to GMG at _____.

Yes! I would like Quarterly Billing

ACCEPTANCE OF AGREEMENT

Customer Signature: _____

Date: _____

Authorized GMG Signature: _____

Date: _____

GMG Energy Marketing LLC ("GMG")

Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (718) 536-3000 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx..

The total amount owed to GMG Energy Marketing LLC for this account as of MM/DD/YYYY is: \$XX.XX.

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

GMG Energy Marketing LLC ("GMG")

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of
\$XX.XX is not paid by MM/DD/YYYY, termination of service may occur anytime after
MM/DD/YYYY.

GMG Energy Marketing LLC ("GMG")

Residential

THIS IS A FINAL TERMINATION NOTICE

PLEASE BRING THIS NOTICE TO THE ATTENTION OF GMG WHEN PAYING THIS BILL

Customer Name: _____ Date: _____ GMG Energy Marketing LLC
Address: _____
Customer Account # _____

There is a balance due on your account of \$_____. Unless full payment of this amount is received by [DATE], GMG will terminate your commodity service on [DATE]. Your utility delivery service may also be suspended if you fail to pay this outstanding balance.

If your commodity service is terminated you will be obligated to pay \$_____ to restore commodity service and \$_____ to end the suspension of utility delivery service. You must pay the full balance owed to GMG and the utility to remain current on your account and assure the continuity of commodity and utility distribution service.

All payments should be remitted to: _____, or you may contact GMG at 1.8XX.XXXX. If you have a complaint regarding your account or service, please contact GMG at the same address or telephone number.

The Public Service Law requires modification of the termination procedures if you are: over 62 years of age, blind, disabled, or have another physical impairment or medical condition. If you can demonstrate that you are unable to make payment under the terms of the existing payment agreement because your financial circumstances have changed significantly due to conditions beyond your control, a new payment agreement may be available. If any of these conditions apply to you, please immediately contact GMG at 1.8XX.XXXX.

Your local social service office may provide assistance to maintain GMG's service. To obtain such assistance you must first provide GMG with information showing assets, income and expenses to evaluate whether you are entitled to a new payment agreement. The local social services information number is: [Tel No.]

FINAL SUSPENSION NOTICE

DATE

GMG Energy Marketing LLC ("GMG")

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

YOUR GAS SERVICE IS SUBJECT TO SUSPENSION after MM/DD/YY.

To avoid suspension please remit \$xx.xx by MM/DD/YY. If your service is suspended you must pay \$xx.xx to resume service.

Public Service Law requires that, in order to end suspension, customers pay either the total amount due the ESCO and the utility or the amount they would have paid for energy if they had remained a utility customer.

PLEASE NOTE THAT SUSPENSION OF YOUR UTILITY SERVICE CAN ACCOMPANY THE TERMINATION OF ESCO SERVICE EVEN IF YOUR UTILITY SERVICE IS CURRENT.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.

Sincerely,

GMG Energy Marketing LLC

GMG Energy Marketing LLC

Narrative Description of HEFPA Termination Procedures for Non-Payment

The termination procedures for non-payment of GMG charges employed by GMG will follow the specific requirements codified in Public Service Law Section 32 and the regulations promulgated there under.

GMG may terminate residential commodity service for non-payment where the customer:

- Fails to pay charges for commodity service or any other service related thereto provided by GMG at any time during the preceding 12 months; or
- Fails to pay amounts due under a deferred payment agreement; or
- If the Customer is sent a final notice of termination no less than 15 days before the termination date shown on the notice.

Before termination occurs, a final notice of termination will be sent no less than 15 days before the termination date shown on the notice. GMG will clearly state on such final notice of termination:

- The reason for termination of commodity service
- The earliest date on which termination may occur;
- How termination may be avoided.
- GMG and the DPS have available procedures for handling complaints.
- A summary of the protections available under HEFPA and notice that the Customer should contact GMG or the DPS if he/she eligible for such protections.
- The address and phone number of the office to contact in reference to customer's account;
- Notice that suspension of the customer's distribution services can accompany the commodity termination, even if the customer's distribution utility portion of the bill is current. Notice will also include, where applicable, the amount which must be paid to restore commodity service and if different, the amount to end suspension of distribution service.

The following statement will be clearly visible on any final notice of termination from ESCO:

"THIS IS A FINAL TERMINATION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL."

GMG will not issue or send a final notice of termination unless at least 20 days have elapsed from the date payment was due.

No termination of commodity services shall take place until at least 15 days after a final notice of termination has been personally served upon the customer or has been mailed to the customer at the premises where services is rendered.

GMG will notify appropriate social service officials if a final notice of termination is sent to a customer that is known to be receiving public assistance, supplemental security income or additional state payments pursuant to Social Services law and for whom a guarantee of future payment has not been received. Special notification of social service officials will follow the requirements codified in 16 NYCRR Section 11.4 (i).

GMG will follow the procedures and provide information required for termination of residential commodity service as codified in 16 NYCRR Sections 11.4, 11.5 and 11.6