



FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "Fourth Amendment"), dated October 5, 2015 (the "Effective Date"), is entered into by and between Valley Green Natural Gas, LLC ("VGNG"), a New Hampshire limited liability company with offices at 44 S. Main Street, Hanover, NH 03755, and Gulf Oil Limited Partnership ("Gulf"), a Delaware limited partnership, with its principal offices at 100 Crossing Boulevard, Framingham, Massachusetts.

WHEREAS, VGNG and Gulf have previously entered into that certain Memorandum of Understanding, dated February 27, 2015, as amended on April 20, 2015, as amended on May 31, 2015, and as amended on June 28, 2015 (the "MOU");

WHEREAS, VGNG and Gulf now wish to further expand the term of the MOU by four months in order to allow additional time to negotiate and enter into final agreements regarding the subject matter of the MOU;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and in the MOU, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. The first and last sentences of Section II Exclusivity of the MOU are amended by replacing "June 30, 2015" with "January 31, 2016."
2. Section IV Term of the MOU is amended by replacing "June 30, 2015" with "January 31, 2016."
3. In all other respects, the MOU shall remain unchanged and in full force and effect. The terms of this Amendment will become effective on the Effective Date written above.
4. If any of the terms contained in this Fourth Amendment conflict with any of the terms contained in the MOU, the terms of this Fourth Amendment shall prevail.
5. The parties hereto acknowledge that they have read this Fourth Amendment and understand it and agree to be bound by its terms and conditions.
6. The parties agree that the individuals executing this Fourth Amendment are duly authorized to act on behalf of the entity for which he or she is signing and has the power to bind the entity regarding its obligations and rights in the MOU and this Fourth Amendment.
7. The parties further agree that the MOU, together with this executed Fourth Amendment, constitute the entire agreement between the parties with respect to the subject matter therein.

8. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be effective as of the day and year first above written.

Valley Green Natural Gas, LLC

By: 

Print Name:

JAMES W. CHAMPION

Its: PRINCIPAL

Gulf Oil Limited Partnership

By: 

Print Name:

RONALD R. SABIA

Title:

PRESIDENT



THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "Third Amendment"), dated June 28, 2015 (the "Effective Date"), is entered into by and between Valley Green Natural Gas, LLC ("VGNG"), a New Hampshire limited liability company with offices at 44 S. Main Street, Hanover, NH 03755, and Gulf Oil Limited Partnership ("Gulf"), a Delaware limited partnership, with its principal offices at 100 Crossing Boulevard, Framingham, Massachusetts.

WHEREAS, VGNG and Gulf have previously entered into that certain Memorandum of Understanding, dated February 27, 2015, as amended on April 20, 2015, and as amended on May 31, 2015 (the "MOU");

WHEREAS, VGNG and Gulf now wish to further expand the term of the MOU by two months in order to allow additional time to negotiate and enter into final agreements regarding the subject matter of the MOU;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and in the MOU, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. The first and last sentences of Section II Exclusivity of the MOU are amended by replacing "June 30, 2015" with "September 30, 2015."
2. Section IV Term of the MOU is amended by replacing "June 30, 2015" with "September 30, 2015."
3. In all other respects, the MOU shall remain unchanged and in full force and effect. The terms of this Amendment will become effective on the Effective Date written above.
4. If any of the terms contained in this Third Amendment conflict with any of the terms contained in the MOU, the terms of this Third Amendment shall prevail.
5. The parties hereto acknowledge that they have read this Third Amendment and understand it and agree to be bound by its terms and conditions.
6. The parties agree that the individuals executing this Third Amendment are duly authorized to act on behalf of the entity for which he or she is signing and has the power to bind the entity regarding its obligations and rights in the MOU and this Third Amendment.
7. The parties further agree that the MOU, together with this executed Third Amendment, constitute the entire agreement between the parties with respect to the subject matter therein.
8. This Third Amendment may be executed in one or more counterparts,

each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be effective as of the day and year first above written.

Valley Green Natural Gas, LLC

By: 

Print Name:

Its:

Gulf Oil Limited Partnership


Print Name:

Title: