



MASTER PROJECT AGREEMENT

EXHIBIT A

**Lease Agreement
Choice Storage LLC & Valley Green Natural Gas**

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is dated and effective as of the ____ day of _____, 2014, by and between CHOICE STORAGE LLC, (CS) d/b/a Choice, a New Hampshire limited liability company, with an address at 44 S. Main St., Suite 1, Hanover, New Hampshire, 03755 ("Landlord") and VALLEY GREEN NATURAL GAS, (VGNG) a New Hampshire corporation d/b/a Valley Green, with an address at 44 S. Main St., Box 13, Hanover, New Hampshire, 03755 ("Tenant"). Landlord and Tenant are also individually referred to herein as a "Party", or collectively as "Parties".

WITNESSETH:

WHEREAS, Landlord and Tenant wish to design, develop, permit, construct and operate a liquefied natural gas ("LNG") terminal, Distribution Facility and dispenser for vehicle fueling (the "LNG Facility"); and

WHEREAS, one section of the LNG Facility will consist of a LNG filling station, canopy, storage vessels, a LNG vehicle fueling dispenser and an associated fuel management system (collectively, the "LNG Fueling Station") to be owned and operated by Tenant and/or an affiliated entity and located on the Premises (hereinafter defined); and

WHEREAS, the second section of the VGNG LNG Facility will consist of gas lines from Tenant's natural gas take station, LNG storage, vaporization, electrical generation, compressors, dryers and a meter set assembly (collectively, the "Distribution Facility") to be constructed and owned by Tenant and operated and maintained by Tenant, which Distribution Facility will be located on a portion of property of Landlord adjacent to the Premises and (the "NG Fueling Station Property"); and

WHEREAS, this Lease is intended to set forth the Parties' rights and responsibilities with respect to use of the Premises and operation of the LNG Facility;

NOW, THEREFORE, the Parties hereto, each in consideration of the agreement of the other, do hereby agree as follows:

ARTICLE I - PREMISES; IMPROVEMENTS; APPROVALS

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, the entirety of an approximately six (6) acre parcel identified as 106 Etna Road (Tax Map 26, Lot 19) and 126 Etna Rd (Tax Map 26, Lot 17) in the City of Lebanon, Grafton County, New Hampshire, as are more particularly shown on the plan attached hereto as Exhibit A and made a part hereof (the "Premises"). Landlord and Tenant

acknowledge and agree that Landlord may obtain an approval from the City of Lebanon Planning Board to subdivide or adjust the lot lines of the properties so that the Distribution Facility will be located on a single parcel, in which event Landlord may amend the description of the Premises set forth herein and replace Exhibit A with a new plan of the Premises reflecting such change.

1.2 Tenant shall, at Tenant's sole cost and expense, complete the work required to construct the LNG Distribution Facility, with the exception of any permanent site preparations, as more specifically described in Exhibit B attached hereto and made a part hereof (the "Tenant Improvements"). All such work performed by Tenant shall be designed and constructed at Tenant's sole cost and expense and in accordance with good construction practices, and in compliance with all applicable laws, regulations, permits and approvals, subject to Landlord's permitting obligations set forth in Section 1.4 hereof. In connection with such construction, Tenant agrees to comply with all of Landlord's construction and labor provisions of this Lease, including, but not limited to, the provisions of Article VII. Tenant shall obtain any and all necessary governmental permits, licenses and approvals required for the completion of Tenant's Work at its sole cost and expense prior to the commencement of any use of the Premises or the Property. Tenant shall provide copies of all such permits to Landlord once received.

1.3 Landlord shall perform certain improvements to the Premises as more specifically described in Exhibit C attached hereto and incorporated herein (the "Landlord Improvements"). Landlord Improvements shall be designed and constructed by Landlord at its sole cost and expense, and in compliance with all applicable laws, regulations, permits and approvals. Landlord shall have sole possession and control over the Landlord Improvements, and shall be solely responsible for all operation, maintenance, repair, replacement and removal of the Landlord Improvements.

1.4 On or before January 30, 2015, Landlord shall apply to the City of Lebanon for any zoning, site plan or subdivision approvals required for the completion of the Landlord Improvements and on or before January 30, 2015, Tenant shall apply to the City of Lebanon for any zoning, site plan or subdivision approvals required for the completion of the Tenant Improvements (collectively, the "Lease Improvements"), both to the New Hampshire Department of Environmental Services for any permits required for the completion of the Lease Improvements and to the New Hampshire Public Utilities Commission ("NHPUC") for approval of this Lease and the Special Contract (such approvals being hereinafter collectively referred to as the "Regulatory Approvals"). Tenant shall be responsible for any application, engineering or legal fees associated with obtaining the Regulatory Approvals; provided, however, that Landlord agrees to reasonably cooperate and provide support for the Regulatory Approvals. If Landlord is unable to obtain the Regulatory Approvals on or before December 1, 2015, then this Lease shall be terminated and neither Party shall have any further rights or obligations thereunder. Tenant agrees that in the event that the layout of the Premises are altered as a result of the Regulatory Approvals, or any survey or design plan developed pursuant to the Landlord Improvements, Landlord may amend the description of the Premises set forth in Section 1.1 hereof and replace Exhibit A with a new plan of the Premises reflecting such alterations.

1.5 Upon notice of receipt of the Regulatory Approvals by Landlord, Tenant shall submit purchase orders to the appropriate vendors to acquire the equipment listed in Exhibit B hereof (the "Equipment"). Tenant shall provide Landlord copies of all such purchase orders and evidence of payment thereof and shall permit Landlord to audit such payment activity. The Equipment shall be delivered to a location specified by Landlord and maintained at said location until delivery to the Premises is requested by Landlord. Tenant shall be responsible for transportation of the Equipment to the Premises and shall deliver the Equipment, excepting only

CCTV surveillance and signage, packaged for outdoor storage. Tenant shall retain title to the Equipment for the duration of this Lease and shall be responsible for insurance of the Equipment and holds Landlord harmless for any damage to the Equipment incurred during Tenant's transportation or storage thereof.

ARTICLE II - TERM OF LEASE

2.1 The term of this Lease will commence on the first day of the first month immediately following the expiration of all applicable appeals periods of the Regulatory Approvals (the "Commencement Date") and terminate upon the expiration or earlier termination of the Special Contract (the "Original Term"). The term "Lease Year", as used herein, shall commence with the Commencement Date of the term of this Lease and terminates on the last day of the twelfth (12th) full calendar month after such commencement.

2.2 In the event that Tenant fails to vacate the Premises at the end of the term of this Lease (including any renewal term), or sooner in the event that this Lease is terminated earlier pursuant to the provisions hereof, Tenant acknowledges that such holdover as a month-to-month tenant is not desirable to Landlord and that the Rent should be reflective of that undesirability. Therefore, if Tenant holds over after the expiration or earlier termination of this Lease or any exercised renewal term with or without objection from Landlord, then such holding over will not extend the Term of this Lease, but will create a month to month tenancy under the same conditions as this Lease except that the Rent shall be paid in the amount of two hundred percent (200%) of the Rent set forth in Section 4.1 hereof. Tenant agrees that such increased Rent is not damages or a penalty, but is a negotiated amount of Rent for any month-to-month holdover period as compensation for the loss incurred by Landlord, such loss being difficult to actually determine in advance. The payment of such increased Rent shall not limit the damages to which Landlord is entitled hereunder.

ARTICLE III - OPTION TO RENEW

3.1 Tenant shall have the option to renew the Lease for one (1) additional term of five (5) years (the "Renewal Term"). So long as Tenant is not in default under the terms of this Lease and has entered into a new firm gas transportation contract with Landlord for a contemporaneous term, this Lease shall automatically renew unless Tenant provides written notice to Landlord on or before six (6) months prior to expiration of the then-current Term of Tenant's intent not to exercise the option. If Tenant fails to exercise an option to renew, then all further options to renew shall expire, and the Lease shall terminate at the end of the then-current Term. The Original Term and Renewal Term, as applicable, are collectively hereinafter referred to as either the "Term of this Lease", "Lease Term" or "Term."

ARTICLE IV - RENT

4.1 Tenant shall pay Landlord, at the address of Landlord set forth above, or at such other place or to such other person or entity as Landlord may by notice in writing to Tenant from time to time direct, during the of this Lease, the sum of _____ per month (the "Rent"). The Rent shall be payable in advance on the first day of the first month immediately following the Commencement Date, and pro rata for any fraction of a month at the beginning or end of the Term.

4.2 If any installment of Rent is paid more than five (5) days after the date the same was due, it shall bear interest at the rate of eighteen (18%) percent per annum after the thirtieth (30th) day such installment is past due until paid, but in no event more than the maximum rate of

interest allowed by law.

4.3 Under no circumstances may Tenant be entitled to withhold any Rent or other sums due hereunder, or set off against the same, on account of Landlord's purported failure to perform any of its obligations hereunder. Any payment by Tenant or acceptance by Landlord of an amount less than that due under the terms hereof will be treated as a payment on account, regardless of any endorsement appearing on any such check or any statement made by Tenant to the contrary.

ARTICLE V - QUIET ENJOYMENT

5.1 Landlord shall put Tenant into possession of the Premises on the Commencement Date, and Tenant, upon paying the Rent and observing the other covenants and conditions herein, upon its part to be observed, shall have peaceful and quiet enjoyment of the Premises, unless circumstances arise, beyond the control of Landlord, whereby possession becomes unfeasible.

ARTICLE VI - CONDITION OF LEASED PREMISES; REPAIRS

6.1 Subject to the terms of Article I of this Lease, Tenant accepts the Premises, improvements, and any equipment or fixtures on the Premises "as is" and in their existing condition and agrees that no representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of such property. All merchandise, equipment, fixtures, effects and property of every kind, nature and description belonging to Tenant or to any persons claiming through or under Tenant, which may be on the Premises at any time, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, by theft, vandalism or by any other cause, no part of said loss or damage is to be charged to or borne by Landlord.

6.2 Tenant shall keep, during the term hereof, at its own cost and expense, the Premises in good order and repair, excepting only reasonable use and wear and damage by fire or casually covered by Tenant's insurance; and to make all repairs and replacements and to do all other work necessary for the foregoing purposes, both ordinary and extraordinary. Tenant shall pay the cost of all repairs to the Premises including, without limitation, to Landlord Improvements, if any damage thereto is caused by Tenant or Tenant's employees, agents, contractors or invitees. Tenant shall keep the Premises neat, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the Premises, arranging for the regular pick-up of such trash and garbage at Tenant's expense.

ARTICLE VII - IMPROVEMENTS BY TENANT

7.1 Tenant shall not make or allow to be made any alterations, installations, additions or improvement in or to the Premises or the Distribution Facility Property, other than the Tenant Improvements, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Any alterations, additions or improvements to the Leased Premises and including the NG Fueling Station Property shall be governed by the following terms:

(a) All work for any such alteration, addition or improvement shall be performed by a contractor approved by Landlord prior to the commencement of the work, and Landlord shall approve the construction contract which shall be between Tenant and the approved contractor;

(b) Prior to the commencement of work on any such alteration, addition or

improvement, Tenant shall procure, at its own cost and expense, all necessary permits; furthermore, the plans and specifications covering the same will have been submitted to and approved in writing by (i) Landlord and (ii) all municipal or other governmental departments or agencies having jurisdiction over the subject matter thereof;

(c) In carrying out all such alterations, additions and improvements, Tenant shall comply with the standards, guidelines and specifications imposed by all municipal or other governmental departments and agencies having jurisdiction over the same, including without limitation, all building codes;

(d) Prior to the commencement of work on any such alteration, addition or improvements, Tenant shall have procured and delivered to Landlord the policy of Builder's Risk insurance or other equivalent acceptable to Landlord, as required by Section 16 hereof;

(e) Prior to the commencement of work on any such alteration, addition or improvements in excess of \$10,000, excepting only the Tenant Improvements, Tenant shall have furnished to Landlord a letter of credit in substantially the same form as is provided in Exhibit D hereto or other security reasonably acceptable to Landlord, assuring the completion of any such work, and that no liens for labor or materials will attach to the Premises with respect to any such work;

(f) All work shall be completed promptly and in a good and workmanlike manner and shall be performed in such a manner that no mechanics, materialmens or other similar liens shall attach to Tenant's leasehold estate, and in no event shall Tenant permit, or be authorized to permit, any such liens or other claims to be asserted against Landlord or Landlord's rights, estate and interest with respect to the Distribution Facility Premises or the NG Fueling Station Property; and at the completion of all work Tenant shall obtain waivers of mechanics and materialmens liens from all persons performing work on or on furnished material to the Distribution Facility Premises or the NG Fueling Station Property; and

(g) Any such alteration, addition or improvement made by Tenant pursuant to the terms hereof, including but not limited to the Tenant Improvements, shall at the expiration or earlier termination of this Lease become and remain the property of Landlord, subject to the purchase terms for the Fueling Station set forth in Article XIX hereof.

ARTICLE VIII - UTILITIES

8.1 Landlord shall be under no obligation to furnish any utilities to the Premises pursuant to this Lease; excepting only the extension of natural gas and electrical service lines as set forth in Exhibit C hereof. If Tenant desires any other utility service be extended to the Premises, Tenant shall obtain Landlord's prior written consent. Tenant shall make its own arrangements for such utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for any utility services to the Premises, all such charges to be paid as the same from time to time become due. All utility service installations installed by Tenant and permitted by Landlord shall, at Landlord's election, be removed by Tenant at its expense at the expiration or earlier termination of this Lease.

ARTICLE IX - USE OF THE PREMISES

9.1 Without the prior written consent of Landlord, Tenant may use the Premises and the only for the purpose of operating a LNG Distribution Facility and NG fueling Station and purposes reasonably incident thereto (the "Permitted Uses"). Landlord makes no representation or warranty that the use of the Premises for the Permitted Uses is allowed by local zoning or other laws, ordinances or regulations, and any permits for such use, and all costs associated therewith, shall be the exclusive responsibility of Tenant, excepting only those approvals or permits obtained by Landlord pursuant to Section 1.4 hereof.

9.2 In its use of the Distribution Facility Premises and operation of the LNG Fueling Station Property, Tenant shall comply with all statutes, ordinances and regulations applicable to the use thereof, as now in effect or as hereafter amended. Any changes in the Premises which are required by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any governmental or lawful authority including Boards of Fire Underwriters due to Tenant's use of Premises shall be at Tenant's sole cost and expense. Tenant shall procure at its sole expense all permits and licenses required for the transaction of business in the Premises, excepting only those approvals or permits obtained by Landlord pursuant to Section 1.4 hereof, and otherwise comply with all applicable laws, ordinances, and governmental regulations affecting the Premises, including those relating to Hazardous Materials (hereinafter defined) now in force or that may be hereafter enacted or promulgated.

9.3 Tenant agrees that Landlord may purchase LNG from the LNG Fueling Station at a price to be mutually agreed upon by the Parties.

ARTICLE X - HAZARDOUS WASTE, MATERIAL OR SUBSTANCES

10.1 Tenant shall not use the Distribution Facility Premises or the LNG Fueling Station Property for the generation, storage or treatment of hazardous waste, and hereby certifies that its operations or other use of the Premises will not involve same. For purposes of this lease, the term "Hazardous Materials" means (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (hereafter defined) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "infectious waste", "bio hazardous waste", "toxic substance", "pollutant", "toxic pollutant", "contaminant" as well as any formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity", or "TCLP toxicity"; (b) "hazardous substance" as defined in any Environmental Law; (c) "waste" as defined in any Environmental Law; (d) asbestos in any form; (e) urea formaldehyde foam insulation; (f) polychlorinated biphenyls (PCBs); (g) radon; and h) any other chemical, material, or substance exposure to which is limited or regulated by any Governmental Agency (hereafter defined) because of its quantity, concentration, or physical or chemical characteristics, or which poses a significant present or potential hazard to human health or safety or to the environment if released into the workplace or the environment. "Hazardous Materials" shall not include (y) ordinary office supplies and repair, maintenance and cleaning supplies maintained in reasonable and necessary quantities and used in accordance with all Environmental Laws, or (z) natural gas or fuel required in the ordinary course for the operation of the Distribution Facility Premises or the NG Fueling Station Property maintained in reasonable and necessary quantities and used in accordance with all Environmental Laws. As used in this Article XIII, "Environmental Laws" means any and all present and future federal, state and local laws, ordinances, regulations, policies and any other requirements of any Governmental Agency relating to health, safety, the environment or to any Hazardous Materials, including without

limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), the Resource Conservation Recovery Act (RCRA), the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Endangered Species Act, the Clean Water Act, the Occupational Safety and Health Act, each as hereafter amended from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing. As used in this Article XIII, "Governmental Agency" means any federal, state, municipal or other governmental or quasi-governmental court, agency, authority or district.

10.2 Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release of any Hazardous Materials on, in, upon or under the Distribution Facility Premises or the NG Fueling Station Property. Tenant shall not generate, store, use or dispose of such Hazardous Materials in any manner not sanctioned by the foregoing cumulative references in compliance with all applicable laws, rules and regulations. Landlord expressly reserves the right to enter the Premises to perform regular inspections upon reasonable notice to Tenant provided that same does not interfere with Tenant's use of the Premises.

ARTICLE XI - ASSIGNMENT; SUBLEASING

11.1 Tenant shall not, voluntarily, by operation of law, or otherwise, assign, transfer, mortgage, pledge or encumber this Lease or the LNG Fueling Station or sublease the Premises or any part thereof, or grant a right to any person other than Tenant, its employees, agents, servants and invitees to occupy or use the Premises or any portion thereof, without the express prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to enter into an agreement with an affiliate of its choosing to operate the vehicle fueling pump at the LNG Fueling Station, upon Landlord's review and approval of the agreement between Tenant and said affiliate.

ARTICLE XII - TAXES AND ASSESSMENTS

12.1 Landlord shall pay all real estate taxes and levies and charges and governmental impositions, duties and charges of like kind and nature which are or may during the term of this Lease be charged, laid, levied or imposed upon or become a lien or liens upon the Premises or any part thereof, or upon any buildings or appurtenances thereto or any parts thereof, or which may become due and payable with respect thereto and any and all taxes charged, laid or levied in addition to the foregoing under or by virtue of any present or future laws, requirements, rules, orders, directions, ordinances or regulations of the United States of America, State of New Hampshire, Grafton County, City of Lebanon government, or of any other municipal government or lawful authority whatsoever.

ARTICLE XIII - MECHANIC'S LIEN

13.1 In the event of the filing in the Grafton County Registry of Deeds of any notice of a builder's, supplier's or mechanic's lien on the Distribution Facility Premises or on the NG Fueling Station Property arising out of any work performed by or on behalf of Tenant, Tenant shall cause without delay proper proceedings to be instituted to test the validity of the lien claimed, and within thirty (30) days after the filing of any such lien to discharge the same by the posting of bond or otherwise; and during the pendency of any such proceeding, Tenant shall completely defend and indemnify Landlord against any such claim or lien and all costs of such proceedings wherein the validity of such lien is contested by Tenant, and during the pendency of such proceeding such lien may continue until disposition of such proceeding, and after disposition thereof, Tenant shall cause said lien to be released and discharged.

ARTICLE XIV - EMINENT DOMAIN

14.1 If the Distribution Facility Premises or the NG Fueling Station Property are lawfully condemned or taken by any public authority either in its entirety or in such proportion that it is no longer suitable for the intended use by Tenant, then this Lease will automatically terminate without further act of either Party hereto on the date when possession of the Distribution Facility Premises or the NG Fueling Station Property is taken by such public authority, and each Party hereto will be relieved of any further obligation to the other; except that Tenant shall be liable for and shall promptly pay to Landlord any Rent or other payments due hereunder then in arrears or Landlord shall promptly rebate to Tenant a pro rata portion of any Rent or other such payments paid in advance. In the event the proportion of the Distribution Facility Premises or the NG Fueling Station Property so condemned or taken is such that the Premises is still suitable for its intended use by Tenant, this Lease will continue in effect in accordance with its terms and a portion of the Rent and other payments due hereunder will abate equal to the proportion of the rental value of the Premises so condemned or taken. In either of the above events, the award for the property so condemned or taken will be payable solely to Landlord without apportionment to Tenant.

ARTICLE XV - LIABILITY

15.1 Except for injury or damage caused by the gross negligence or willful misconduct of Landlord, its servants or agents, neither Landlord nor any direct or indirect parent, their directors, officers, and employees (the "Landlord Indemnified Parties") shall be liable for any injury or damage to any person happening on or about the Distribution Facility Premises or the NG Fueling Station Property, or for any injury or damage to the Distribution Facility Premises or the NG Fueling Station Property, or to any property of Tenant or to any property of any third person, firm, association, or corporation on or about the Distribution Facility Premises or the NG Fueling Station Property. In addition, the Distribution Facility Premises and the NG Fueling Station Property may contain one or more active underground gas mains.

15.2 Tenant shall, except for injury or damage caused as aforesaid, defend (with counsel reasonably acceptable to Landlord), indemnify and hold the Landlord Indemnified Parties harmless from and against any and all liability and damages, costs and expenses, including reasonable attorneys' fees, and from and against any and all suits, claims and demands of any kind or nature whatsoever, by and on behalf of any person, firm, association or corporation arising out of or based upon any incident, occurrence, injury or damage which happens or may happen on or about the LNG Fueling Station, the Distribution Facility Premises and the NG Fueling Station Property, and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the LNG Fueling Station, the Distribution Facility Premises or the NG Fueling Station Property or the installation of any property therein or the removal of any property therefrom. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, in the defense thereof, including attorneys' fees. Tenant shall not settle or compromise any claim without the prior written consent of Landlord. This indemnity shall survive the expiration or earlier termination of this Lease.

15.3 In addition, Tenant agrees to defend with counsel acceptable to Landlord and indemnify the Landlord Indemnified Parties and hold the Landlord Indemnified Parties harmless from and against all claims arising from the discharge or other release by Tenant onto the Distribution Facility Premises or the NG Fueling Station Property of any Hazardous Material, excluding any discharge of Hazardous Material to the extent caused by Landlord, its officers,

directors, agents, employees, invitees, licensees or contractors. Tenant shall not settle or compromise any claim without the consent of Landlord.

ARTICLE XVI - TENANT'S INSURANCE

16.1 Tenant shall, at its sole cost and expense, obtain and maintain throughout the Term with reputable insurance companies qualified to do business in New Hampshire, the following insurance:

(a) Comprehensive public liability insurance indemnifying the Landlord Indemnified Parties and Tenant against all claims and demands for any injury to person (including death) or property which may occur or be claimed to have occurred on the Distribution Facility Premises or the NG Fueling Station Property as a result of the use of the Distribution Facility Premises or the NG Fueling Station Property by Tenant or its agents or contractors, in amounts which shall at the beginning of the Term, be not less than Ten Million Dollars (\$10,000,000), and, from time to time during the Term, may be for such higher amounts as Landlord may reasonably require, taking into account the region in which the Premises are located and similar property, used for similar purposes;

(b) Workmen's compensation and any other insurance required by law or the nature of Tenant's business;

(c) Automobile or motor vehicle liability insurance in form and substance reasonably satisfactory to Landlord and with a minimum limit of liability of Ten Million (\$10,000,000) Dollars per occurrence.

(d) Such other insurance with respect to the Premises as reasonably required by Landlord against loss or damage of the kinds from time to time customarily insured against and in such amounts as required by landlords for properties comparable to the Premises.

16.2 Tenant shall furnish Landlord with certificates or policies of all such insurance prior to the beginning of the Term and of each renewal policy at least ten (10) days prior to the expiration of the policy being renewed. Not less than thirty (30) days written notice will be given by Tenant to Landlord prior to any material modification or cancellation of the policies.

16.3 During any period or periods of construction by Tenant on the Premises, including any such construction completed in part by Landlord or any of the Landlord Indemnified Parties, the construction of which (a) is of a type to which Builder's Risk Insurance is applicable and (b) requires the advance written approval of Landlord, Tenant shall obtain and maintain in effect standard Builder's Risk Insurance or with Landlord's written consent, which consent may be made at Landlord's sole discretion, a reasonable equivalent alternative. Any such Builder's Risk Insurance shall be written on a completed value basis, including extended coverage, and utilizing a maximum value at date of completion not less than the greater of (y) the aggregate contract price or prices for the construction of such facilities or (z) the amount which may be required by a mortgagee which is financing such construction. If such construction by Tenant is of a type to which Builder's Risk Insurance is not applicable, Tenant shall provide additional equivalent coverage under the policies as required by Landlord.

16.4 The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Landlord. Tenant shall place all insurances for which Tenant is responsible with an insurer and on terms approved by

Landlord. Each policy required of Tenant herein shall contain a cross liability or severability of interest clause and name Landlord or any other of Landlord Indemnified Parties as requested by Landlord as an additional insured. With the exception of professional liability (if design work is completed) insurance, tenant shall obtain from each of its insurers a waiver of subrogation in favor of Landlord, its officers, directors, employees, and agents, and any Landlord Indemnified Party, its officers, directors, employees, and agents with respect to losses arising out of or in connection with the such work.

ARTICLE XVII - ACCESS

17.1 Tenant shall permit Landlord and Landlord's representatives to enter the Premises at any time in the event of any emergency or upon twenty-four (24) hours prior notice for inspection, repairs or alterations, showing the Premises to others. Tenant agrees to notify Landlord if Tenant replaces or changes any locks at the Premises, and agrees to provide Landlord with copies of keys to any such new lock prior to or upon its installation. Landlord shall permit Tenant and Tenant's representatives to enter the Distribution Facility Premises, NG Fueling Station Property at any time for the purpose of operation, repair or maintenance.

ARTICLE XVIII - SIGNS

18.1 Tenant shall not post, place or paint on the Premises any placard or sign without the prior written consent of Landlord. All placards or signs shall conform in all respects to the requirements, if any, of all applicable laws, codes and ordinances and to the sign criteria established by Landlord from time to time in the exercise of its sole discretion, and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All placards or signs shall be kept in good condition and in proper operating order at all times. Upon the expiration or earlier termination of this Lease, Tenant shall remove all placards or signs and restore the surface to which the sign was attached to its original condition at Tenant's expense.

ARTICLE XIX - DEFAULT; REMEDIES

19.1 If (a) Tenant shall default in the performance of any of its monetary obligations under this Lease or under the Special Contract, and if such default shall continue for five (5) days after written notice from Landlord to Tenant, or (b) if within fifteen (15) days after written notice from Landlord to Tenant specifying any other default or defaults under this Lease or under the Special Contract, Tenant has not commenced diligently to correct such default and has not thereafter diligently pursued such correction to completion, or (c) if Tenant's leasehold interest shall be taken on execution or by other process of law, attached or subjected to any other involuntary encumbrance, then, and in any of such cases. Landlord and its agents and servants may lawfully, immediately or at any time thereafter, and without further notice or demand, and without prejudice to any other remedies available to Landlord for arrearages of rent or otherwise, either (i) enter into and upon the Premises or any part thereof, in the name of the whole, and repossess the same as of Landlord's former estate without the Tenant Improvements, or (ii) mail a notice of termination addressed to Tenant at the Premises, and upon such entry or mailing this Lease shall terminate. In the event that this Lease is terminated under any of the foregoing provisions, or otherwise for breach of Tenant's obligations hereunder or under the Special Contract, Tenant covenants to pay forthwith to Landlord as compensation the total rent reserved for the residue of the Term. In calculating the rent reserved there shall be included the value of all other considerations agreed to be paid or performed by Tenant for such residue of the Term. Tenant further covenants, as an additional and cumulative obligation after any such termination or entry, to pay punctually to Landlord all the sums and perform all the obligations which Tenant

covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same times as if this Lease had not been terminated. Tenant further covenants, as an additional and cumulative obligation after any such termination or entry, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same times as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant under the foregoing covenant, Tenant shall be credited with any amount actually paid to Landlord as compensation, as hereinbefore provided, and also with any additional rent actually obtained by Landlord by reletting the Premises, after deducting the expenses of obtaining and collecting the same. Nothing herein contained shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency or reorganization or arrangement with creditors, as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater than, equal to, or less than the amounts referred to above.

19.2 In the event that any assignment of this Lease or any rights in the Distribution Facility or LNG Fueling Station be made by Tenant for the benefit of creditors, or if a petition is filed by or against Tenant under any provision of the Bankruptcy Code and, in the case of an involuntary petition, such petition is not dismissed within ninety (90) days, then Landlord shall have the right to acquire immediately the Distribution Facility and LNG Fueling Station at its net book value.

19.3 Notwithstanding and in addition to any of the remedies set forth in this Article XIX, in the event that Tenant shall default in the performance of any of its obligations under this Lease or the Special Contract, and if such default shall continue for thirty (30) days after written notice from Landlord to Tenant, Landlord shall have the right to acquire immediately the Distribution Facility and LNG Fueling Station at its net book value.

19.4 If Tenant shall at any time default in the performance of any Tenant obligation under this Lease, Landlord shall have the right to perform such obligation. All sums so paid by Landlord, and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving or releasing Tenant from any of its obligations under this Lease.

19.5 Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be construed to operate so as to impair the continuing obligation of any covenant or condition herein.

19.6 Tenant shall pay on demand Landlord's costs and expenses, including reasonable attorney's fees and costs, incurred by Landlord in enforcing any obligation of Tenant under this Lease, or in connection with any request by Tenant for Landlord's consent, modification or approval under this Lease.

19.7 As additional security for the performance of Tenant's obligations hereunder, Tenant grants to Landlord a lien upon and a security interest in the Tenant Improvements; provided that Landlord agrees that it shall only seek to foreclose upon and sell the Tenant Improvements in the event that Landlord is unable to purchase the Distribution Facility and LNG Fueling Station pursuant to Section 19.2 and 19.3 hereof. Landlord agrees to subordinate its lien

on the Tenant Improvements if Tenant and the lender desiring a prior lien on the Tenant Improvements executes and delivers a lien subordination agreement in a form acceptable to Landlord. During any period in which any default under this Lease is continuing, Tenant shall not sell, transfer or remove from the Premises all or any portion of Tenant Improvements. Landlord also shall, to the extent permitted by Law, have (in addition to all other rights) a right of distress for rent as security for all Rent and any other sums payable under this Lease. Tenant authorizes Landlord to take any steps Landlord deems necessary to perfect its security interest in the Tenant Improvements.

ARTICLE XX - MORTGAGE LIEN

20.1 This Lease and all rights of Tenant hereunder are and will remain subject and subordinate, without any further documentation, to the lien of (a) any mortgage(s) constituting a lien on the Premises, or any part thereof, at the date hereof, and (b) the lien of any mortgage(s) hereafter executed to provide financing or refinancing of the facilities on the Premises, and (c) any renewal, modification, consolidation or extension of any mortgage referred to in clause (a) or (b). Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant here under to the lien of any mortgage, deed of trust or other instrument. Tenant shall execute and acknowledge a certificate containing such information as may be reasonably requested for the benefit of Landlord, any prospective purchaser or any current or prospective mortgagee of the Premises within ten (10) days of receipt of same.

20.2 From time to time, upon prior written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Rent and any other charges and to perform its other covenants under this Lease.

ARTICLE XXI - GUARANTY

21.1 As additional consideration for this Lease, Tenant shall deliver to Landlord at the Commencement Date a guarantee executed by Principals of Valley Green Natural Gas, whereby the guarantors thereunder agree to unconditionally guarantee the full, timely and faithful payment and performance by Tenant of all of Tenant's obligations under this Lease and the Special Contract, including but not limited to the completion of the Tenant Improvements and operation and maintenance of the Distribution Facility and the NG Fueling Station.

ARTICLE XXII - SUCCESSION

22.1 This Lease shall be binding upon Landlord and Tenant and their respective successors and any permitted assigns. Tenant agrees that the Landlord named herein and any subsequent Landlord shall be liable hereunder only for obligations accruing while owner of the Premises. No holder of a mortgage of Landlord's interest shall be deemed to be the owner of the Premises until such holder shall have acquired indefeasible title to the Premises.

ARTICLE XXIII - NO PARTNERSHIP

23.1 By executing this Lease, the Parties acknowledge and agree that they do not intend to form a partnership, joint venture or any other form of common enterprise, and nothing in this Lease shall be construed to establish between the Parties any relationship other than that of Landlord and tenant, or to render either Party liable for the debts or obligations of the other.

ARTICLE XXIV - NO BROKER

24.1 The Parties covenant that no broker was involved in any capacity in bringing about the relationship evidenced by this Lease; and further agree that if any claim on behalf of any broker or agent is made or upheld, then the Party against or through whom such claim is made shall defend (with counsel reasonably acceptable to the other Party), indemnify and hold the other harmless against any damages, costs or expenses in any way attributable to such claim, including without limitation reasonable attorney's fees and costs.

ARTICLE XXV - NOTICES

25.1 All notices for Landlord shall be addressed to Landlord at the address of Landlord set forth above, or to such other place as may be designated by written notice to Tenant; and all notices for Tenant shall be addressed to Tenant at the Premises, or to such other place as may be designated by written notice to Landlord. Any notice shall be deemed duly given when mailed to such address postage prepaid registered or certified mail, return receipt requested, or when delivered for receipt to such address by hand.

ARTICLE XXVI - SHORT FORM RECORDING

26.1 If required by the applicable statute and if requested by Tenant, Tenant may, at its sole cost and expense, record in the Grafton County Registry of Deeds a Notice of this Lease that complies in content and form with New Hampshire RSA Section 477:7-a.

ARTICLE XXVII - WAIVER

27.1 Any consent, express or implied, by Landlord to any breach by Tenant of any covenant or condition of this Lease will not constitute a waiver by Landlord of any prior or succeeding breach by Tenant of the same or any other covenant or condition of this Lease. Acceptance by Landlord of rent or other payment with knowledge of a breach of or default under any condition hereof by Tenant will not constitute a waiver by Landlord of such breach or default.

ARTICLE XXVIII - GOVERNING LAW/JURISDICTION

28.1 This Lease will be governed, construed and interpreted by and in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings. The Parties hereto agree that any disputes concerning the subject matter of this Lease shall be resolved only by litigation in applicable New Hampshire state courts or federal courts in the District of New Hampshire, of proper jurisdiction and venue; provided, however, that Landlord may enforce its rights hereunder in any jurisdiction in which Tenant has breached, or threatened to breach, this Lease. Each Party hereto agrees to submit to such jurisdiction and venue for all purposes hereunder.

ARTICLE XXIX - PUBLIC REGULATION

29.1 The Parties acknowledge that when the Tenant becomes a public utility it will be subject to regulation by the NHPUC. Compliance by Tenant with any order or rule of the NHPUC or any other regulatory or legislative authority with jurisdiction, including but not limited to the City of Lebanon and NHDES, shall not constitute a breach of this Lease.

29.2 In the event the issuance of any order or rule of the NHPUC or any other

regulatory or legislative authority with jurisdiction that materially and adversely affects the rights and obligations of either Party to this Lease, then the affected Party may give written notice to the other requiring renegotiation of the terms and conditions of the Lease and the Parties shall negotiate in good faith, to achieve the original objectives of this Lease, an amendment to this Lease that remedies such material and adverse effect and that is in compliance with the order or rule. Should the Parties fail to agree on such amendment to this Lease within sixty (60) days of the issuance of the order or rule, the affected Party may terminate this Agreement upon providing written notice to the other.

ARTICLE XXX - COUNTERPARTS

30.1 This Lease may be executed in two (2) or more counterparts, each of which will be deemed an original and all collectively but one and the same agreement.

ARTICLE XXXI - MODIFICATION; ENTIRE AGREEMENT

31.1 This Lease contains and embraces the entire agreement between the Parties hereto and no part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the Parties unless such agreement is expressed in writing and signed by Landlord and Tenant or their respective successors in interest.

ARTICLE XXXII - SECTION HEADINGS

32.1 The headings at the beginning of each of the Sections in this Lease are solely for purposes of convenience and identification and are not to be deemed or construed to be part of this Lease.

ARTICLE XXXIII - SEVERABILITY

33.1 If any term, clause or provision of this Lease is judged to be invalid and/or unenforceable, the validity and/or enforceability of any other term, clause or provision in this Lease will not be affected thereby.

ARTICLE XXXIV - CONDITIONS TO LEASE

34.1. The Parties agree and acknowledge that this Lease is conditioned on the execution by both Landlord and Tenant and final approval of the and this Lease by the NHPUC. In the event that Landlord and Tenant fail to that the NHPUC fails to approval both the Special Contract and this Lease by November 3, 2014, then this Lease shall terminate and neither Party shall have any further obligations hereunder.

[Remainder of page intentionally blank ~ signature page follows]

EXECUTED as a sealed instrument by the duly authorized representatives of the Parties,
as of the day and year first above written

Landlord:

CHOICE STORAGE LLC
d/b/a Choice

By: _____

Name: _____

Title: _____

Tenant:

VALLEY GREEN NATURAL GAS
d/b/a Valley Green

By: _____

Name: _____

Title: _____