

Attachment H

Loan Agreement with Shell North America (US), L.P.

**FIRST AMENDMENT
LOAN AGREEMENT**

This FIRST AMENDMENT to the Loan Agreement dated April 27, 2011 (the "Agreement") among Shell Energy North America (US), L.P. and each of the Borrower Entities, is dated this 8th day of November, 2012.

RECITALS

WHEREAS, the parties entered into the Agreement; and

WHEREAS, the parties wish to modify certain terms of the Agreement as described herein;

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual agreements contained herein, Shell Energy and Borrower agree as follows:

1. The following definitions are hereby amended as follows:
 - a. "Level II Trigger" is hereby deleted in its entirety.
 - b. "Level III Trigger" is hereby deleted in its entirety.
 - c. "Pooled Principal Amount" is hereby amended and restated in its entirety as follows:

"Pooled Principal Amount" shall effective December 1, 2012, mean the sum of NIL. Provided that the Borrower Entities reach the Level I Trigger on or before December 31, 2013, the Pooled Principal Amount shall automatically increase to the sum of TWO MILLION UNITED STATES DOLLARS (\$2,000,000) when the Borrower Entities reach the Level I Trigger. For clarity, the Pooled Principal Amount shall not increase above the initial amount of NIL if the Level I Trigger is not reached by December 31, 2013. If the Borrower Entities have reached the Level I Trigger by December 31, 2013 and the Borrower Entities reach the Level II Trigger, the Pooled Principal Amount shall automatically increase to the sum of FIVE MILLION UNITED STATES DOLLARS (\$5,000,000) when the Borrower Entities reaches the Level II Trigger. If the Borrower Entities have reached the Level II Trigger by June 30, 2014 and the Borrower Entities reach the Level III Trigger, the Pooled Principal Amount shall automatically increase to the sum of TEN MILLION UNITED STATES DOLLARS (\$10,000,000) when the Borrower Entities reaches the Level III Trigger.

Upon termination or expiration of such agreement, the Pooled Principal Amount shall be reduced in accordance with the following table:

<u>Terminated Agreement</u>	<u>Pooled Principal Amount Reduction</u>		
	<u>Before Level II Trigger</u>	<u>After Level II Trigger</u>	<u>After Level III Trigger</u>
<u>NYISO Scheduling Coordinator Agreement</u>	\$250,000	\$700,000	\$1,300,000
<u>PJM Scheduling Coordinator Agreement</u>	\$250,000	\$700,000	\$1,300,000
<u>US Master Gas Agreement</u>	\$15,000	\$50,000	\$250,000

- d. "Storage Credit Amount" is deleted in its entirety.
2. Exhibit B – Form of Promissory Note is hereby amended and restated in its entirety as Amended Exhibit B.
 3. Exhibit C – Form of Promissory Note – Storage Credit Facility is hereby deleted in its entirety.
 4. Schedule 1 – Revolving Credit Facility is hereby amended and restated in its entirety as amended Schedule 1 attached hereto.
 5. Schedule 2 – Collateral Credit Facility is hereby amended and restated in its entirety as amended Schedule 2 attached hereto.
 6. Schedule 3 – Storage Credit Facility is hereby amended and restated in its entirety as amended Schedule 3 attached hereto.
 7. All other terms and conditions of the Agreement remain unchanged.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO LOAN AGREEMENT AMENDMENT
SIGNATURE PAGE
November __, 2012

LENDER:

SHELL ENERGY NORTH AMERICA (US), L.P.

By: 
Name: Thomas P. Stiles
Title: November 8, 2012

BORROWER ENTITY:

PLANET ENERGY USA CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

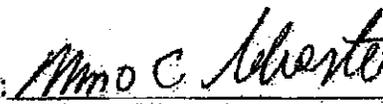
PLANET ENERGY (NEW YORK) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

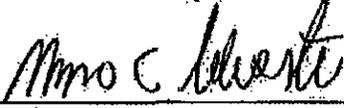
PLANET ENERGY (MARYLAND) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

PLANET ENBRGY (PENNSYLVANIA) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

EXHIBIT B - FORM OF AMENDED AND RESTATED PROMISSORY NOTE

US \$10,000,000.

Original Date: April 27, 2011

Amended and Restated on: November 8, 2012

Planet Energy USA Corp., Planet Energy (New York) Corp., Planet Energy (Maryland) Corp., and Planet Energy (Pennsylvania) Corp. (collectively, the Borrower Entities), each with principal offices at 10 Kingsgate Garden Circle, Suite 800, Mississauga, Ontario, Canada L5R 3K6, for value received, jointly and severally promise to pay in accordance with the terms of the Loan Agreement (as defined below), with the balance being due in full on or before the earliest of (i) the Primary Term Date or (ii) the occurrence of an Event of Default under the Loan Agreement, to the order of Shell Energy North America (US), L.P., a Delaware limited partnership ("Shell Energy"), at Shell Energy's offices located at 1000 Main, Level 12, Houston, Texas 77002, in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, the principal sum of ten million dollars (US\$10,000,000) or so much thereof as may be advanced and from time to time and outstanding under the various Credit Facilities pursuant to the Loan Agreement.

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated April 27, 2011, between the Borrower Entities and Shell Energy (such Loan Agreement, together with all amendments or supplements thereto, being the "Loan Agreement").

In addition to the principal amount referred to in the first paragraph of this Note, the Borrower Entities also jointly and severally agree to pay interest on all amounts advanced hereunder and remaining from time to time outstanding from the date hereof until maturity at the rate set forth in the Loan Agreement. Past due principal and interest shall bear interest from maturity (whether caused by acceleration or otherwise) until paid at the rate set forth in the Loan Agreement. Interest shall be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last) and computed as if each year consisted of 360 days unless such calculation would result in a usurious rate, in which event interest shall be calculated on the basis of a 365 or 366 day year, as the case may be.

Accrued interest and principal advances hereunder are due and payable in full at the maturity of this Note.

Payment made by a Borrower Entity under this Note shall be made in immediately available funds before 2:00 p.m., Houston time, on the date that such payment is required to be made. Any payment received and accepted by Shell Energy after such time shall be considered for all purposes (including the calculation of interest, to the extent permitted by law) as having been made on the next following Business Day.

If the date for any payment hereunder falls on a day which is not a Business Day, then for all purposes of this Note the same shall be deemed to have fallen on the next following Business Day, and such extension of time shall in such case be included in the computation of payments of interest.

Each Borrower Entity expressly waives valuation and appraisal, demand and presentment for payment, notice of nonpayment, notice of intent to demand or accelerate, notice of demand, notice of acceleration, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking any action to collect amounts due hereunder and in the handling of any collateral securing amounts due or to become due hereunder;

This Note is issued pursuant to and subject to the terms and provisions of the Loan Agreement. Reference is made to the Loan Agreement for provisions for the acceleration of the maturity hereof on the occurrence of certain events specified therein, for interest rate computations, for the reimbursement of attorneys' fees or other costs of collection or enforcement, and for all other pertinent purposes. In the event of a conflict between the terms and provisions of this Note and the Loan Agreement, the terms and provisions of the Loan Agreement shall prevail.

THIS NOTE SHALL BE DEEMED TO HAVE BEEN EXECUTED IN THE STATE OF TEXAS AND SHALL BE GOVERNED BY THE LAWS OF SUCH STATE (WITHOUT GIVING EFFECT TO CONFLICT OF LAWS RULES OR CHOICE OF LAWS RULES THEREOF).

THIS NOTE, THE LOAN AGREEMENT, THE GLOBAL AGREEMENT AND THE OTHER TRANSACTION AGREEMENTS TO WHICH EACH PARTY HERETO IS A PARTY THERETO REPRESENT THE FINAL AGREEMENT OF THE PARTIES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BORROWER ENTITY:

PLANET ENERGY USA CORP.

By: Nino C. Silvestri

Name: Nino Silvestri

Title: Co-CEO

By: Stephen Plummer

Name: Stephen Plummer

Title: Co-CEO

BORROWER ENTITY:

PLANET ENERGY (NEW YORK) CORP.

By: Nino C. Silvestri

Name: Nino Silvestri

Title: Co-CEO

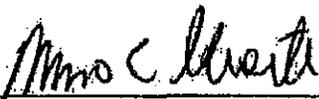
By: Stephen Plummer

Name: Stephen Plummer

Title: Co-CEO

BORROWER ENTITY:

PLANET ENERGY (MARYLAND) CORP.

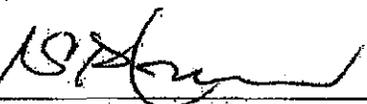
By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

PLANET ENERGY (PENNSYLVANIA) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

SCHEDULE 1 – AMENDED REVOLVING CREDIT FACILITY

November 8, 2012.

Establishment Date:	Effective Date
Borrower:	Planet Energy USA Corp.
Revolving Credit Facility Amount:	Pooled Principal Amount less any amounts outstanding under any other Credit Facility
Revolving Credit Facility Maturity Date:	Primary Term Date
Loan Interest Rate:	The lesser of (a) the B Spread plus the greater of 3% or the three month LIBOR and (b) the highest rate allowed by applicable law

1. **Revolving Credit Facility.** Subject to the provisions of this Agreement, Lender hereby agrees to establish a revolving credit facility up to the Revolving Credit Facility Amount (the "Revolving Credit Facility"). The principal amount outstanding under the Revolving Credit Facility may revolve and Borrower may borrow, repay and re-borrow amounts under the Revolving Credit Facility; provided, however, that at no time shall the principal amount outstanding under the Revolving Credit Facility exceed the Revolving Credit Facility Amount.
2. **Promissory Notes.** To evidence the Revolving Credit Facility, Borrower has issued, executed and delivered to Lender a Promissory Note dated of even date with this Agreement, in which the balance is payable in full on or before the Revolving Credit Maturity Date, bearing interest at the Loan Interest Rate for the Revolving Credit Facility and which is otherwise in the form attached hereto as **Exhibit B** (the "Promissory Note").
3. **Obligation to Advance Sums, Repayment Date.** Lender shall not be obligated to advance Borrower any sums under the Revolving Credit Facility after the Revolving Credit Facility Maturity Date and at no time may any individual tranche of the Revolving Credit Facility, as more fully explained below, extend beyond the twenty fifth day of the month following the month in which such draw was made (the "Tranche Repayment Date"). For example, a Drawdown requested on January 5, January 14 and January 30 shall each become due on February 25.
4. **Drawdown of Revolving Credit Facility.** Borrower may request Drawdowns by delivering a Drawdown Notice to Lender before 9:30 a.m. (Houston local time) on the requested Drawdown Date or Borrower shall be deemed to have requested a Drawdown on the applicable due date for any remittance required pursuant to Section 6.3 of the Planet Energy USA Security Agreement; provided, however, that the principal amount outstanding under the Revolving Credit Facility at any time may not exceed Revolving Credit Facility Amount. Borrower hereby irrevocably directs Lender to deposit all funds drawn from the Revolving Credit Facility under this Agreement and the Promissory Note into the Primary Secured Account.
5. **Repayment of Revolving Credit Facility.** All amounts outstanding under the Revolving Credit Facility together with all interest accrued under the Revolving Credit Facility shall be due and payable on the earlier of (i) the applicable Tranche Repayment Date, (ii) the

Revolving Credit Facility Maturity Date, or (iii) the occurrence of an Event of Default under the Loan Agreement, provided, however, if such date is not a Business Day, then payment of the principal and interest is due on the next Business Day.

6. Use of Funds under the Revolving Credit Facility. All Drawdowns of the Revolving Credit Facility shall be used for the sole purpose of paying amounts owed by Borrower to Lender under one or more of the Transaction Agreements or as otherwise set forth in Section 6.3 of the Planet Energy USA Security Agreement.

Lender and each Borrower Entity agrees to the establishment of this Revolving Credit Facility pursuant to the Loan Agreement between the Lender and each Borrower Entity dated April 27, 2011, as amended.

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SCHEDULE 1 - AMENDED REVOLVING CREDIT FACILITY
SIGNATURE PAGE
November 8, 2012

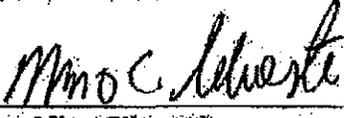
LENDER:

SHELL ENERGY NORTH AMERICA (US), L.P.

By: 
Name: Thomas P. Stokes
Title: Vice President Finance and Treasurer

BORROWER ENTITY:

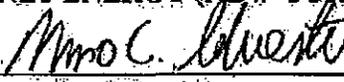
PLANET ENERGY USA CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

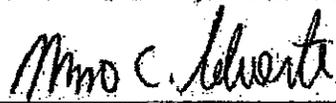
PLANET ENERGY (NEW YORK) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

PLANET ENERGY (MARYLAND) CORP.

By: 

Name: Nino Silvestri

Title: Co-CEO

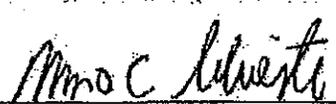
By: 

Name: Stephen Plummer

Title: Co-CEO

BORROWER ENTITY:

PLANET ENERGY (PENNSYLVANIA) CORP.

By: 

Name: Nino Silvestri

Title: Co-CEO

By: 

Name: Stephen Plummer

Title: Co-CEO

SCHEDULE 2 – AMENDED COLLATERAL CREDIT FACILITY
November 8, 2012

Establishment Date:	Effective Date
Borrower:	Planet Energy USA Corp. Planet Energy (New York) Corp. Planet Energy (Maryland) Corp. Planet Energy (Pennsylvania) Corp.
Collateral Credit Facility Amount:	The Pooled Principal Amount less any amounts outstanding under any other Credit Facility
Collateral Credit Facility Maturity Date:	Primary Term Date
Loan Interest Rate:	The lesser of (a) the B Spread plus the greater of 4% or the three month LIBOR and (b) the highest rate allowed by applicable law

1. Establishment of Collateral Credit Facility.

Subject to the provisions of this Agreement, Lender hereby agrees to post collateral up to the Collateral Credit Facility Amount in accordance with applicable Tariff requirements, for the benefit of Borrower, in the form of cash, letters of credit or guaranties with the New York Independent System Operator (“NYISO”), PJM Interconnection, LLC (“PJM”) and natural gas transportation delivery system or storage providers in support of Borrower’s business in the Service Territories.

2. Collateral Posting.

For purposes of any collateral posted on behalf of Borrower, but under Lender’s account with a third party (taking into account Lender’s other activities within such third party), the actual amount of collateral to be posted on behalf of Borrower shall be (a) determined by Lender in its sole discretion and based upon Lender’s reasonable estimation (but always in accordance with any applicable Tariffs) of the amount of collateral that Borrower would have been required to post with such parties, as applicable, directly and (b) in such amount (up to the amount then available under the Collateral Credit Facility) and in such form as may be agreed upon by Lender and such parties. Borrower further understands and agrees that there may be various methods of calculating the amount of collateral required in support of Borrower’s business due to Lender’s credit quality and its other on-going business with such counterparties. Lender’s method of calculating the amount of collateral required (or that would have been required) of Borrower absent this Agreement shall be controlling (provided always that it is compliance with any applicable Tariff).

If allowed by applicable Tariffs and required by Lender, all collateral postings made by Borrower with funds drawn under the Collateral Credit Facility shall be and remain in the name of Lender but be for the benefit of Borrower. If such collateral postings are in the name of Borrower, Borrower shall irrevocably direct in writing that all monies returned or

relinquished by the parties with whom such collateral has been posted be deposited in the Primary Secured Account.

3. Promissory Notes. To evidence the Collateral Credit Facility, Borrower has issued, executed and delivered to Lender a Promissory Note dated of even date with this Agreement, in which the balance is payable in full on or before the Collateral Credit Maturity Date, bearing interest at the Loan Interest Rate for the Collateral Credit Facility and which is otherwise in the form attached hereto as Exhibit B (the "Promissory Note").
4. Drawdown on Collateral Credit Facility.

4.1. NYISO and PJM Collateral Support. Borrower understands that NYISO and PJM calculates the amount of collateral required on a daily basis and Lender, as Borrower's scheduling coordinator in the NYISO and PJM markets, is responsible to NYISO and PJM for posting the required collateral support. As such, Borrower hereby authorizes Lender to draw on the Collateral Credit Facility up to the amount then available under the Collateral Credit Facility, for the sole purpose of posting the amount of collateral required to be posted on Borrower's behalf with NYISO and/or PJM. Once each calendar month, Lender shall provide Borrower with calculations showing the amount of funds drawn on behalf of Borrower under the Collateral Credit Facility with respect to the NYISO and PJM markets. Borrower shall have 10 Business Days following receipt of such calculations (which may be sent by Lender to Borrower via electronic mail) to accept or dispute, in good faith and in writing, such calculations, following which Borrower shall conclusively be deemed to have accepted such calculations. If Borrower disputes a collateral support draw pursuant to this provision, the parties shall work together in good faith to promptly resolve the dispute. Lender shall not be obligated to post any amounts pursuant to the Collateral Credit Facility if an Event of Default has occurred or is continuing under this Agreement or the Transaction Agreements. If acceptable to the security holder, all collateral posted hereby by Lender on behalf of Borrower shall be posted by Lender (on behalf of Borrower) directly with such security holder.

4.2. Natural Gas Collateral Support. Provided no Event of Default has occurred or is continuing under this Agreement and the Transaction Agreements, all advances under the Collateral Credit Facility shall be made by Lender to Borrower or posted directly to the transportation or storage provider as required by the applicable security holder as soon as reasonably possible, but in any event within two (2) Business Days of Lender's receipt of a properly completed Drawdown Notice submitted to Lender by Borrower and further provided that the amount of such Drawdown Notice, when aggregated with prior Requests for Collateral Support, do not exceed the amount then available under the Collateral Credit Facility.

4.3. Repayment of Collateral Credit Facility. Except as otherwise provide below, all amounts outstanding under the Collateral Credit Facility, together with all interest accrued under the Collateral Credit Facility shall be due and payable on the earlier of (i) the Collateral Credit Facility Maturity Date; or (ii) the occurrence of an Event of Default under the Loan Agreement; provided, however, if such date is not a Business Day, then payment of the principal and interest is due on the next Business Day. All interest accrued under the Collateral Credit Facility, for the immediately preceding

month, shall be due and payable on the last day of each month; provided, however, if such day is not a Business Day, then payment of the interest is due on the next Business Day following the last day of the month.

- 4.4. Third Party Draws on Collateral Postings. Should a third party which is holding any amount drawn under the Collateral Credit Facility draw on such collateral in payment of amounts owed to it by Borrower for any reason other than Lender having committed an Event of Default under the NYISO Scheduling Coordinator Agreement or the PJM Scheduling Coordinator Agreement, Borrower agrees to remit to Lender such amount, together with any accrued but unpaid interest within one (1) Business Day following the date such amount is drawn due to actions by the Borrower.
- 4.5. Repayment upon Termination of Transaction Agreements. Upon termination or expiration of the NYISO Scheduling Coordinator Agreement, PJM Scheduling Coordinator Agreement, Master Power Agreement or Master Gas Agreement, Borrower agrees to remit to Lender such amount as Lender has currently posted with the respective third party for or on behalf of Borrower, together with any accrued but unpaid interest thereon within one (1) Business Day following the termination or expiration of the applicable agreement.
- 4.6. Use of Funds under the Collateral Credit Facility. Borrower shall expend all advances made by Lender to Borrower under the Collateral Credit Facility only for posting required collateral with NYISO, PJM and for posting required collateral with natural gas transportation delivery system or storage providers in support of Borrower's business with its New York based natural gas customers.

Lender and each Borrower Entity agree to the establishment of this Collateral Credit Facility pursuant to the Loan Agreement between the Lender and the Borrower Entities dated April 27, 2011, as amended.

SIGNATURE PAGE TO FOLLOW

SCHEDULE 2 - AMENDED COLLATERAL CREDIT FACILITY
SIGNATURE PAGE
November 8, 2012

LENDER:

SHELL ENERGY NORTH AMERICA (US), L.P.

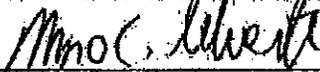
By: 

Name: Thomas P. Stokes

Title: Vice President Finance and Treasurer

BORROWER ENTITY:

PLANET ENERGY USA CORP.

By: 

Name: Nino Silvestri

Title: Co-CEO

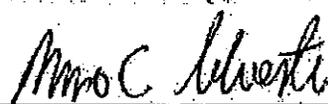
By: 

Name: Stephen Plummer

Title: Co-CEO

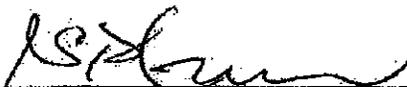
BORROWER ENTITY:

PLANET ENERGY (NEW YORK) CORP.

By: 

Name: Nino Silvestri

Title: Co-CEO

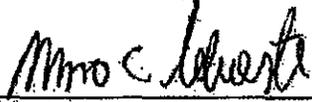
By: 

Name: Stephen Plummer

Title: Co-CEO

BORROWER ENTITY:

PLANET ENERGY (MARYLAND) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

PLANET ENERGY (PENNSYLVANIA) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

SCHEDULE 3 – AMENDED STORAGE CREDIT FACILITY
November 8, 2012

Establishment Date:	Effective Time
Borrower:	Planet Energy USA Corp. Planet Energy (New York) Corp.
Storage Credit Amount:	The Pooled Principal Amount less any amounts outstanding under any other Credit Facility
Storage Credit Facility Maturity Date:	Primary Term Date
Loan Interest Rate:	The lesser of (a) the B Spread plus the greater of 4% or the three month LIBOR and (b) the highest rate allowed by applicable law

1. Establishment of Storage Credit Facility.

Subject to the provisions of this Agreement, the Lender hereby establishes in favor of Borrower a Credit Facility up to the Storage Credit Amount (the "Storage Credit Facility"). The outstanding principal amount of the Storage Credit Facility may revolve and Borrower may borrow, repay and re-borrow amounts under the Storage Credit Facility; provided, however, that at no time shall the total amount outstanding under the Storage Credit Facility exceed the Storage Credit Amount.

2. Obligation to Advance Funds. Lender shall not be obligated to advance Borrower any sums under the Storage Credit Facility after the earlier of the termination of the US Master Gas Agreement and the Primary Term Date.

3. Promissory Notes. To evidence the Storage Credit Facility, Borrower has issued, executed and delivered to Lender a Promissory Note dated of even date with this Agreement, in which the balance is payable in full on or before the Storage Credit Facility Maturity Date, bearing interest at the Loan Interest Rate for the Storage Credit Facility and which is otherwise in the form attached hereto as Exhibit B (the "Promissory Note").

4. Drawdown on Storage Credit Facility.

Borrower may request an advance on the Storage Credit Facility by delivering to Lender a Drawdown Notice. All advances under the Storage Credit Facility shall be made by the Lender to Borrower within five (5) Business Days of Lender's receipt of a properly completed Drawdown Notice submitted to Lender by Borrower and further provided that the individual amount of such Drawdown Notices, when aggregated with prior advances which remain outstanding, do not exceed the principal amount of the Storage Credit Facility.

5. Repayment of the Storage Credit. The amount of principal under the Storage Credit Facility shall be determined on an LDC by LDC basis and shall be paid on the Storage Credit Repayment Date shall be equal to the following for each LDC:

$(MWA / (\text{Storage Amount} + \text{CMI})) * \text{Principal Amount}$

Where:

MWA = the amount of natural gas withdrawn from storage or otherwise transferred from Borrower's account with the storage facility measured in MMBtu for the immediately preceding month (the Monthly Withdrawal Amount)

Storage Amount = the amount of natural gas in storage at the end of the second preceding month measured in MMBtu

CMI = the amount of natural gas injected into storage or otherwise transferred into Borrower's account with the storage facility, measured in MMBtus for the immediately preceding month (the "Current Monthly Injection" amount)

Principal Amount = the current amount outstanding under the Storage Credit Facility at the end of the second preceding month plus any additional draws on the Storage Credit Facility during the immediately preceding month (prior to any payments for the immediately preceding month)

The principal amount due as calculated above on the last day of each month and all interest accrued under the Storage Credit Facility shall be due and payable on the twentieth (20) day of each month for the immediately preceding month end (the "Storage Credit Facility Repayment Date") and Borrower shall pay to Lender on the Storage Credit Facility Repayment Date such principal amount due and interest; provided, however, if such day of the month is not a Business Day, then payment of the principal amount due and interest is due on the next Business day following such day.

6. Use of Funds under the Storage Credit Facility. Borrower shall expend all advances made or deemed made by Lender to Borrower on for the benefit of Borrower under the Storage Credit Facility to purchase natural gas from Lender or an LDC in connection with the payment of transfers of natural gas to Borrower due solely to the addition of new customers to Borrower's operations and inject such natural gas into storage as required by such LDC's Tariff.

Lender and each Borrower Entity agree to the establishment of this Storage Credit Facility pursuant to the Loan Agreement between the Lender and the Borrower Entities dated April 27, 2011, as amended.

SIGNATURE PAGE TO FOLLOW

SCHEDULE 3 - AMENDED STORAGE CREDIT FACILITY
SIGNATURE PAGE
November 8, 2012

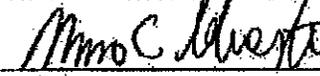
LENDER:

SHELL ENERGY NORTH AMERICA (US), L.P.

By: 
Name: Thomas P. Stokes
Title: Vice President Finance and Treasurer

BORROWER ENTITY:

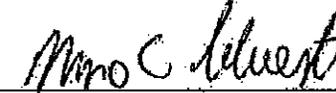
PLANET ENERGY USA CORP.

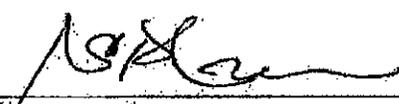
By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

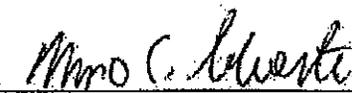
PLANET ENERGY (NEW YORK) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

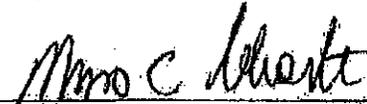
PLANET ENERGY (MARYLAND) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO

BORROWER ENTITY:

PLANET ENERGY (PENNSYLVANIA) CORP.

By: 
Name: Nino Silvestri
Title: Co-CEO

By: 
Name: Stephen Plummer
Title: Co-CEO