

AGREEMENT TO PURCHASE AND SELL

THIS AGREEMENT made and entered into this 4th Day of March 2020, by and between Herbert White Gas Company, Inc. with address of 1204 W University Drive, Suite 400, Denton, Texas 76201 hereinafter called "SELLER", and CitiPower, LLC with address of 2309 W Cone Blvd, Suite 200, Greensboro, North Carolina 27408, hereinafter called "BUYER":

WITNESSETH

SELLER desires to sell to BUYER AND BUYER desires to purchase from SELLER on the terms set forth in this Agreement those certain pipelines and associated assets "ASSETS" identified in Exhibits "A" and "B" attached hereto and made a part hereof. Accordingly, SELLER and BUYER agree as follows:

I. SALE AND PURCHASE OF ASSETS

- 1.1 Assets To Be Sold. SELLER shall sell, transfer and assign to BUYER and BUYER shall purchase and receive all rights, title and interests in the Herbert White Natural Gas Pipeline in McCreary and Whitley Counties, Kentucky and associated assets identified in Exhibits "A" and "B". Such transfer of interests will be made at Closing, but shall be made effective as of the Effective Date of Sale.
- 1.2 Assets Excluded. The Assets do not include a 7.5 acre lot containing a metal shop building and a mobile home office located at 4755 N Highway 25W, Williamsburg, Kentucky 40769.
- 1.3 Conveyancing Instruments. The Assets to be conveyed by SELLER to BUYER pursuant to Section 1.1 shall be conveyed and transferred by assignment to BUYER free and clear of all liens and encumbrance with BUYER assuming the obligations set forth in Section 2.2.

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II. PURCHASE PRICE

- 2.1 Price. As consideration for the sale of the Assets, BUYER shall pay to SELLER or their designee, One Million Five Hundred Thousand (\$1,500,000.00) Dollars pursuant to the terms of a Promissory Note attached as Exhibit "C".
- 2.2 Assumption of Liabilities. As additional consideration for the sale of the Assets, BUYER shall assume all liabilities of the Assets arising after the Effective Date of Sale; all liabilities arising before the Effective Date of Sale will be borne by SELLER.
- 2.3 Effective Date of Sale. The Effective Date of Sale of the Assets described in Section 1.1 shall be the date the Kentucky Public Service Commission "PSC" approves the transaction as of 7:00 a.m., local time, or such other date as SELLER and BUYER may agree in writing, but at no time prior to PSC approval being obtained.
- 2.4 Closing. This Agreement, the Closing of the transactions contemplated herein, and the transfer of the Assets, are all subject to the approval of the PSC. Once PSC approval has been obtained, the Closing shall occur as soon as reasonably possible, at a mutually acceptable location.

III. TAXES

- 3.1 Payment of Taxes. Any taxes on the Assets purchased will be prorated between the BUYER and SELLER as of the Effective Date of Sale. Any other taxes or fees associated with this sale will be borne by BUYER.

IV. REPRESENTATIONS AND WARRANTIES

4.1 SELLER's Representations and Warranties. SELLER represent and warrant:

- a) SELLER is a corporation duly organized and validly existing, in good standing, under the laws of the State of Kentucky. SELLER has the corporate power and authority to own property and to carry on business as now conducted and to enter into and to carry out the terms of this Agreement.
- b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate officers and have no encumbrance of any kind, agreement, instrument, order, or decree of any court or governmental body (other than any governmental approval required) which would prevent consummation of the transactions contemplated by this agreement.
- c) SELLER is not a party to or in any way obligated under nor does SELLER have any knowledge of any contract or outstanding claim for the payment of any broker's or finder's fee in connection with origin, negotiation, execution or performance of this Agreement.
- d) SELLER has no pending or threatened litigation regarding the ASSETS

4.2 BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants:

- a) BUYER is a limited liability company duly organized and validly existing, in good standing, under the laws of the State of Delaware and has the corporate power and authority to own its property and to carry on its business as now conducted and to enter into and to carry out the terms of this Agreement.
- b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on behalf of BUYER and BUYER is not subject to any charter,

by-law, lien or encumbrances of any kind, agreement, instrument, order or decree of any court or governmental body which would prevent consummation of the actions contemplated by this Agreement.

- c) BUYER shall comply with all applicable laws, ordinances, rules and regulations and shall promptly obtain and maintain all permits required by public authorities in connection with the Assets purchased.
- d) BUYER has made or arranged for others to make an inspection of the Assets described in Exhibits "A" and "B". Subject to SELLER's foregoing representations and warranties, BUYER accepts all such Assets in "as is and where is" condition, with an express acceptance and understanding of the representations and disclaimers contained herein. In addition, BUYER has relied on its own technical advisers in the assumption of the future profitability of the Assets.
- e) BUYER acknowledges that the Assets have been used for the transportation of natural gas, gas drilling and producing operations.

V. ADDITIONAL COVENANTS

- 5.1 Asset Title Examination. SELLER agrees to furnish within ten (10) days of the date of closing the pipeline easements of the Herbert White Pipeline it holds described in Exhibit "A" and will convey all its right, title and interest in the land through which the pipeline runs. However, if there are missing easements or if there are easements found to be unassignable, the SELLER shall have no obligation to cure. The BUYER has examined the records of the SELLER and agrees to accept whatever interest the SELLER possesses.
- 5.2 Force Majeure. In the event all or part of this property, including equipment located thereon, is damaged or destroyed by fire or other calamity prior to Closing, SELLER shall have the option, but not the obligation, of repairing the damage at their sole cost or deleting the damaged Assets from the proposed sale

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with the Purchase Price reduced proportionately. Should BUYER and SELLER not agree as to the amount of such reduction, the affected Asset will be deleted from the Sale and Purchase Price shall be reduced by the amount of the Purchase Price mutually agreed to and allocated to said Asset.

VI. CONDITIONS PRECEDENT TO CLOSING

6.1 SELLER's Conditions Precedent. The obligations of SELLER to consummate the transactions contemplated by this agreement are subject to each of the following conditions:

- a) BUYER shall have performed and complied with all terms of this Agreement required to be performed or complied with by the BUYER prior to Closing.
- b) No action or proceeding by or before any governmental authority shall have been instituted or threatened (and not subsequently dismissed, settled or otherwise terminated) which might restrain, prohibit or invalidate any of the transactions contemplated by this Agreement, other than an action or proceeding instituted or threatened by SELLER or any of their affiliates.
- c) SELLER and BUYER shall have executed an assignment whereby SELLER transfer 100% ownership of its Herbert White Pipeline, Pipeline Easements and its compressors on the Herbert White Pipeline. In addition, all transportation agreements, compressor site real estate or compressor leases which will be assigned at closing to BUYER and BUYER assumes the obligations and liabilities after the closing pursuant to Section 2.2 hereof.

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6.2 BUYER's Conditions Precedent. The obligations of BUYER to consummate the transactions contemplated by this Agreement are subject to each of the following conditions:

- a) SELLER shall have performed and complied with all terms of this Agreement required to be performed or complied with by SELLER prior to Closing.
- b) No action or proceeding by or before any governmental authority shall have been instituted or threatened (and not subsequently dismissed, settled, or otherwise terminated) which might restrain, prohibit or invalidate any of the transactions contemplated by this Agreement, other than an action or proceeding instituted or threatened by BUYER or any of its affiliates.
- c) SELLER and BUYER shall have executed and assignment whereby SELLER transfers its rights, title and interest in the Assets to BUYER or its designee as specified in Section 6.1(c), free and clear of any and all liens and encumbrances, and BUYER assumes the obligations and liabilities pursuant to Section 2.2 hereof.
- d) BUYER has executed and delivered a promissory note, mortgage and security agreement as set forth in the Loan Agreement at Exhibit C.

VII. MISCELLANEOUS

7.1 Payment of Expenses and Fees. BUYER and SELLER shall each bear their own costs and expenses, including but not limited to attorneys' fees incurred in connection with the transactions contemplated in this Agreement; provided, however, BUYER shall pay all recording fees or transfer taxes in connection with

the recording of any instrument of transfer of Assets from SELLER to BUYER hereunder.

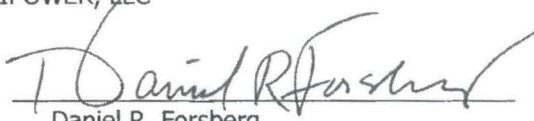
- 7.2 Books and Records. SELLER agrees to deliver to BUYER at Closing all of their files, correspondence, records, and agreements relating to the assets listed in Exhibits "A" and "B".
- 7.3 Publicity. SELLER and BUYER shall jointly plan and coordinate all notices to third parties and all other publicity concerning the transactions contemplated by this Agreement.
- 7.4 Entire Agreement. This Agreement constitutes the entire agreement between SELLER and BUYER with respect to the transactions contemplated herein, and supersedes all prior oral or written agreements, commitments, understandings, or information otherwise furnished by SELLER to BUYER with respect to such matters. No amendment shall be binding unless in writing and signed by representatives or both parties. Headings used in this Agreement are only for convenience of reference and shall not be used to define the meaning of any provision. This Agreement is for the benefit of SELLER and BUYER only and not for the benefit of third parties.
- 7.5 Notices. All notices and consents to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, telexed with receipt acknowledged, mailed by registered mail, or delivered by a recognized commercial courier to the party at the address set forth on the first page of this Agreement or such other address as any party shall have designated by ten (10) days' notice to the other party.
- 7.6 Governing Law. This Agreement shall be governed by the Laws of the State of Kentucky, without regard to rules concerning conflicts of law.

Signatures on next page

THUS EXECUTED this 4th day of March, 2020

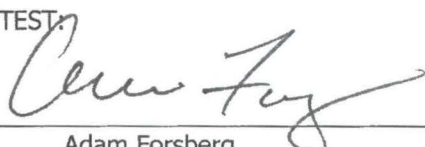
BUYER:

CITIPOWER, LLC

By: 
Daniel R. Forsberg

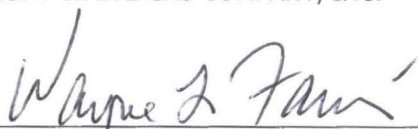
Title: Managing Partner

ATTEST:


Adam Forsberg

SELLER:

HERBERT WHITE GAS COMPANY, INC.

By: 
Wayne L. Farris

Title: President

EXHIBIT B

ASSET LIST SUMMARY

ASSETS of CHAMP OIL and HERBERT WHITE GAS COMPANY		
Asset Type	Location	Quantity (pipeline in feet)
6" Plastic Pipe	Whitley/McCreary County, KY	183,500
2", 3", & 4" Plastic Pipe	Whitley/McCreary County, KY	180,000
Farm Tap Customers	Whitley/McCreary County, KY	19
Compressors	Whitley/McCreary County, KY	8

ASSET LIST BY ASSET TYPE

Champ Oil & Herbert White Gas Company Asset List

6" Plastic Pipe	Feet	
Mt. Morgan Compressor back to Pat. White Compressor	28,000	Mt. Morgan is the primary compressor into the Delta Pipeline
Pat White lease to J. L. White Compressor tie-in	14,000	
Jr. Stephens Compressor to Pat White Compressor	18,000	
Jr. Stephens Compressor, west into McCreary Co. to Judson Harmon lease	34,000	This compressor is actually on the Mountjoy property. The discharge ties into the line from Jr. Stephens Compressor to Pat White Compressor
Ken Campbell lease to K. Campbell Compressor	4,500	
Ancil Meadors Compressor to Jr. Stephens Compressor	7,000	This line was the main pipeline going up Jellico Creek to the Lamb Mtn compressor site at the Citizen Line when gas was sold to Citizens
Lamb Mtn Compressor Site to Ancil Meadors Compressor	63,000	Discharge from the J.L. & Pat White compressors feed the Mt. Morgan Compressor
J. L. White Compressor to tie-in with line from Pat White Compressor	4,000	This compressor is actually on the Davis property. One part of the line goes through the Carl Patrick lease and the other part goes west toward McCreary Co. through the Mountjoy lease. Discharge from this compressor ties into the line from Jr. Stephens Compressor to Pat White Compressor
Mountjoy Lease to Carl Patrick Compressor	11,000	
Total Amount of 6" Plastic Pipe	183,500	

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Champ Oil & Herbert White Gas Company Asset List

2", 3", & 4" Plastic Pipe

	Feet	
4" Plastic Pipe		
West and South of the Harmon lease in McCreary Co. On the southern part is the tie in with the CITIPOWER line	18,000	These lines merge into the 6" line on the J. Harmon lease which goes to the Jr. Stephens Compressor
2" & 3" Plastic Pipe		
Upstream of the Jr. Stephens Compressor	60,000	These lines connect wells to the 6" line that goes to the Jr. Stephens Compressor, which generally runs parallel to Highway 92
Upstream of the Ancil Meadors Compressor	4,000	These lines connect wells to the 6" line that generally follows Jellico Creek south of Highway 92 to the old Land Mountain Compressor Site
NE of Jr. Stephens Compressor	22,000	These lines fed the 6" line between Jr. Stephens and Pat White Compressors
Upstream of Carl Patrick Compressor	30,000	These lines gather gas from wells into the 6" line to the Carl Patrick Compressor
Upstream of Ken Campbell Compressor	12,000	These lines gather gas from wells into the 6" line to the Ken Campbell Compressor
Upstream of J.L. White Compressor	28,000	These lines gather gas from wells into the 6" line to the J.L. White Compressor
Suction side of Mt. Morgan Compressor	6,000	These lines gather gas from wells into the 6" line on the suction side of the Mt. Morgan Compressor
Total	180,000	

Champ Oil & Herbert White Gas Company Asset List

Compressors

Mount Morgan Discharge into Delta	Engine G-342 Cat	Compressor Knight KOA 2 Max Rod Load 14,000 Stroke 4 1/2" Ser. # 30992	1st Stage 12 1/2" bore Stroke 4 1/2" MaWp 400PSI class 12 1/2 Max Rod Load 14,000 Ser. # 5103	2nd Stage 8 1/2" bore Stroke 5" MaWp 550PSI Class 9" Max Rod Load 10,000 Ser. # 1706	3rd Stage 4" bore Stroke 5" MaWp 1500PSI Class 4 3/4" Max Rod Load 10,000 Cyl. Ser. # 1704	
		Coolers on 1st & 2nd Stage no Numbers	1st Stage Scrubber #s not legible	2nd Stage Scrubber MaWp 450 PSI @2000 Deg. F Shell Thickness 3/4" Ser. # KC 7915-2 Year Model 1979	3rd Stage Scrubber MaWp 650 PSI @200 Deg. F Ser. # KC 81142-2	
Jr. Stevens	Engine Arrow VRG 260 Model A-42 47 HP Ser # ACA42500	Compressor VRU-1 Max RPM 600 Ser. # 13003	Cylinder 8" bore WaWp 150 PSI Ser. # 13005	Fuel Bottle MaWp 275PSI @ 120 Deg. F MdMt -20 Degree F @275 PSI Ser. # 1759	Scrubber MaWp 225 PSI @150 Deg. F MdMt -20 Degree F @225 PSI Ser. # 813126-1 Year Model 1981	Cooler MaWp 350 PSI @350 Deg. F MdMt -20 Degree F @400 PSI Ser. # 33863
Ken Campbell	Engine 330 Waukeska Model VRG330 Ser # G45406	Compressor JGP-1 Max RPM 1,800 Ser. # F-3125 Stroke 3" Max Rod Load 10,000 Year Model 1981	Cylinder 6 1/2" bore WaWp 275 PSI Ser. # C-6380 Stroke 3"	Scrubber Bottle MaWp 1000 PSI @100 Deg. F Hydro Test 1500 PSI Ser. # H-00281 Year Model 1982	Water Cooler MaWp 150 PSI @300 Deg. F Ser. # 813126-1 Year Model 1981	Suction Cooler MaWp 1250 PSI @300 Deg. F Ser. # 813126-2 Year Model 1981 Discharge Cooler MaWp 1250 PSI @350 Deg. F Ser. # 813126-3 Year Model 1981
Pat White-Booster	Engine 3406 Cat Casting # 7N5456 Tag Ser. # 07y01583 3306 NG	Compressor Sul-Air Part # 02250064-947 Ser. # 006-9700 2498	1st Stage Scrubber MaWp 230 PSI @300 Deg. F MdMt -20 Degree F @300 PSI Ser. # 18-0760 1st Stage Cooler MaWp 400 PSI @300 Deg. F MdMt -20 Degree F @400 PSI Ser. # 96336-2	2nd Stage Cooler MaWp 400 PSI @300 Deg. F MdMt -20 Degree F @400 PSI Ser. # 96336-2 Year Model 1997 Model L72S	Compressor Oil Tank MaWp 400 PSI @300 Deg. F MdMt -20 Degree F @400 PSI Ser. # 16-0757	Water Cooler/Air Exchange MaWp 150 PSI @300 Deg. F Ser. # 96336-1 Year Model 1997 Model L72S
J.L. White	Engine 330 Waukeska Model VRG330 Ser # G43138 Gov. Speed 1800 ? 365943	Compressor Ariel JGP-1 RPM 900-1,800 Stroke 3" Max Rod Load 12,000 Year Model 1984 Single Stage D/Action	Cylinder 8" bore WaWp 175 PSI Ser. # C-6380 Stroke 3" Ser. # C-11378	Water Cooler Fin X Inc. MaWp 150 PSI @300 Deg. F Ser. # K066-1 Year Model 1984 Model VS36-5	Discharge Cooler MaWp 1250 PSI @350 Deg. F Ser. # K066-3 Model VS36-5 Suction Cooler MaWp 1250 PSI @300 Deg. F Ser. # K066-2 Year Model 1984 Model VS36-5	Scrubber MaWp 750 PSI @350 Deg. F Hydro Test 1500 PSI Ser. # 467 Model SC-3D-05 Shell Thickness .500
Delmar Lay	Engine K6 Ser # K1077 RPM 400-800	Compressor Corken Ser. # DT 40621 Model WDA690P4FBA	Scrubber No Numbers			
Ancil Meadors	Engine K6 Ser # K1079 RPM 400-800	Compressor Corken Ser. # AV 36170 Model WDA690K4FBAZ	Scrubber No Numbers			

COMPRESSOR SITE SURFACE AGREEMENT

The agreement for the compressor site at the Delta Station 256 tap is: A Surface Agreement between Joshua Gilliam and Herbert White Gas Company, Inc. dated Oct. 1, 2005 and recorded in Lease Book 85 Pg 521-522 in Whitley County. It requires a payment on or before Nov. 1st of each of \$2,000 with an increase 3% each year.

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EXHIBIT C
Promissory Note
(Commercial - Term Note)

\$1,500,000.00

Corbin, Kentucky

_____, 2020

FOR VALUE RECEIVED, **CITIPOWER L.L.C.**, a Kentucky limited liability company, with principal offices at 2309 W Cone Blvd., Suite 200, Greensboro, NC 27408 (hereinafter "Borrower") promises to pay **Herbert White Gas Company, Inc.**, located at 1204 W University Dr, Ste 400, Denton, TX 76201, (hereinafter "Lender" or "Holder"), or order, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00), and to pay interest (computed on the basis of a 365-day year) from the date of this Note on the unpaid principal amount of this Note, in like money, as follows:

The sum of \$1,500,000.00 shall be paid in 60 monthly installments as follows:

60 monthly installments with a beginning payment of \$13,066.61 based upon a 180 month amortization. The first principal and interest installment being due and payable on _____, 2020 and due and payable each month thereafter for a period of 59 months, with the final installment (along with all principal amounts outstanding) being due and payable on _____, 2035, ("Maturity Date"). The principal balance of this Promissory Note, as the same shall exist from time to time, shall earn interest at a rate per annum equal to all accruing interest thereon at the fixed rate of six percent (6.5%) per annum.

This Promissory Note is secured by the following:

100% interest in Herbert White Gas Pipeline inclusive of all easements, surface use, and right-of-ways agreements associated with the pipeline, all metering stations associated with the pipeline, all compression equipment, meters, tools, rolling stock, and material contracts. Borrower hereby grants to Lender a mortgage security interest in and to such property to secure the loan.

Borrower has the right to prepay all or any part of the Loan, together with accrued and unpaid interest thereon, at any time without prepayment penalty or premium of any kind.

Subject to written notice of default: In the event Borrower fails to make a payment due under this Agreement within fifteen (15) days after the due date, Borrower agrees to pay to Lender a late payment fee of 2.0% of the amount then due. In the event Borrower is more than thirty (30) days late with a payment, Lender in its sole discretion

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may demand that the Principal Balance and any accrued and unpaid interest be immediately due and payable in full.

Lender may enforce its rights or remedies in equity or at law, or both, whether for specific performance of any provision in this Agreement or to enforce the payment of the Loan or any other legal or equitable right or remedy. The rights and remedies of Lender now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and shall be in addition to every other such right or remedy.

Borrower shall pay to Lender all costs of collection, including reasonable attorney's fees, Lender incurs in enforcing this Agreement.

Borrower and all sureties, guarantors and endorsers hereof, waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Agreement. Lender shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Lender of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of Lender and Borrower.

This Agreement may be amended or modified only by a written agreement signed by Borrower and Lender.

Any notice or communication under this Loan must be in writing to the addresses listed above and sent via one of the following options:

- Overnight Courier Service
- Certified or Registered Mail (Postage Prepaid, Return Receipt Requested)
- Electronic Email Transmission
- Facsimile

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

Borrower shall have the right to assign the obligations hereunder, without written consent of Lender, conditioned upon the Kentucky Public Service Commission approval of any sale of Borrower (or a substantial portion of its assets) to a third party.

Lender may assign all or any portion of this Note with written notice to Borrower. Any assignee must agree to, and be bound by, the terms and conditions set forth herein.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, not including its conflicts of law provisions.

Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
IN WITNESS WHEREOF, the parties have executed this Note as of the date first stated above.

BORROWER:
CITIPOWER L.L.C.

BY: _____
Daniel R. Forsberg, Authorized Officer

LENDER:
Herbert White Gas Company, Inc.

BY: _____
Wayne L. Farris, Authorized Officer

EXHIBIT 1

NOTE PAYMENT SCHEDULE

Amortization 15 years at 6.5% per annum

Balloon payment due 60th month

\$1,500,000.00

Loan Amortization Schedule

Loan amount	\$1,500,000.00
Annual interest rate	6.50%
Loan period in years	15
Estimated Start Month	Apr-20

No.	Month	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	Apr-20	\$1,500,000.00	\$13,066.61	\$4,941.61	\$8,125.00	\$1,495,058.39
2	May-20	\$1,495,058.39	\$13,066.61	\$4,968.38	\$8,098.23	\$1,490,090.01
3	Jun-20	\$1,490,090.01	\$13,066.61	\$4,995.29	\$8,071.32	\$1,485,094.72
4	Jul-20	\$1,485,094.72	\$13,066.61	\$5,022.35	\$8,044.26	\$1,480,072.38
5	Aug-20	\$1,480,072.38	\$13,066.61	\$5,049.55	\$8,017.06	\$1,475,022.82
6	Sep-20	\$1,475,022.82	\$13,066.61	\$5,076.90	\$7,989.71	\$1,469,945.92
7	Oct-20	\$1,469,945.92	\$13,066.61	\$5,104.40	\$7,962.21	\$1,464,841.52
8	Nov-20	\$1,464,841.52	\$13,066.61	\$5,132.05	\$7,934.56	\$1,459,709.46
9	Dec-20	\$1,459,709.46	\$13,066.61	\$5,159.85	\$7,906.76	\$1,454,549.61
10	Jan-21	\$1,454,549.61	\$13,066.61	\$5,187.80	\$7,878.81	\$1,449,361.81
11	Feb-21	\$1,449,361.81	\$13,066.61	\$5,215.90	\$7,850.71	\$1,444,145.91
12	Mar-21	\$1,444,145.91	\$13,066.61	\$5,244.15	\$7,822.46	\$1,438,901.76
13	Apr-21	\$1,438,901.76	\$13,066.61	\$5,272.56	\$7,794.05	\$1,433,629.20
14	May-21	\$1,433,629.20	\$13,066.61	\$5,301.12	\$7,765.49	\$1,428,328.08
15	Jun-21	\$1,428,328.08	\$13,066.61	\$5,329.83	\$7,736.78	\$1,422,998.25
16	Jul-21	\$1,422,998.25	\$13,066.61	\$5,358.70	\$7,707.91	\$1,417,639.54
17	Aug-21	\$1,417,639.54	\$13,066.61	\$5,387.73	\$7,678.88	\$1,412,251.81
18	Sep-21	\$1,412,251.81	\$13,066.61	\$5,416.91	\$7,649.70	\$1,406,834.90
19	Oct-21	\$1,406,834.90	\$13,066.61	\$5,446.25	\$7,620.36	\$1,401,388.65
20	Nov-21	\$1,401,388.65	\$13,066.61	\$5,475.76	\$7,590.86	\$1,395,912.89
21	Dec-21	\$1,395,912.89	\$13,066.61	\$5,505.42	\$7,561.19	\$1,390,407.48
22	Jan-22	\$1,390,407.48	\$13,066.61	\$5,535.24	\$7,531.37	\$1,384,872.24
23	Feb-22	\$1,384,872.24	\$13,066.61	\$5,565.22	\$7,501.39	\$1,379,307.02
24	Mar-22	\$1,379,307.02	\$13,066.61	\$5,595.36	\$7,471.25	\$1,373,711.66
25	Apr-22	\$1,373,711.66	\$13,066.61	\$5,625.67	\$7,440.94	\$1,368,085.98
26	May-22	\$1,368,085.98	\$13,066.61	\$5,656.14	\$7,410.47	\$1,362,429.84
27	Jun-22	\$1,362,429.84	\$13,066.61	\$5,686.78	\$7,379.83	\$1,356,743.06
28	Jul-22	\$1,356,743.06	\$13,066.61	\$5,717.59	\$7,349.02	\$1,351,025.47
29	Aug-22	\$1,351,025.47	\$13,066.61	\$5,748.56	\$7,318.05	\$1,345,276.91
30	Sep-22	\$1,345,276.91	\$13,066.61	\$5,779.69	\$7,286.92	\$1,339,497.22

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Loan Amortization Schedule

Loan amount	\$1,500,000.00
Annual interest rate	6.50%
Loan period in years	15
Estimated Start Month	Apr-20

No.	Month	Beginning Balance	Payment	Principal	Interest	Ending Balance
31	Oct-22	\$1,339,497.22	\$13,066.61	\$5,811.00	\$7,255.61	\$1,333,686.22
32	Nov-22	\$1,333,686.22	\$13,066.61	\$5,842.48	\$7,224.13	\$1,327,843.74
33	Dec-22	\$1,327,843.74	\$13,066.61	\$5,874.12	\$7,192.49	\$1,321,969.62
34	Jan-23	\$1,321,969.62	\$13,066.61	\$5,905.94	\$7,160.67	\$1,316,063.68
35	Feb-23	\$1,316,063.68	\$13,066.61	\$5,937.93	\$7,128.68	\$1,310,125.75
36	Mar-23	\$1,310,125.75	\$13,066.61	\$5,970.10	\$7,096.51	\$1,304,155.65
37	Apr-23	\$1,304,155.65	\$13,066.61	\$6,002.43	\$7,064.18	\$1,298,153.22
38	May-23	\$1,298,153.22	\$13,066.61	\$6,034.95	\$7,031.66	\$1,292,118.27
39	Jun-23	\$1,292,118.27	\$13,066.61	\$6,067.64	\$6,998.97	\$1,286,050.63
40	Jul-23	\$1,286,050.63	\$13,066.61	\$6,100.50	\$6,966.11	\$1,279,950.13
41	Aug-23	\$1,279,950.13	\$13,066.61	\$6,133.55	\$6,933.06	\$1,273,816.58
42	Sep-23	\$1,273,816.58	\$13,066.61	\$6,166.77	\$6,899.84	\$1,267,649.81
43	Oct-23	\$1,267,649.81	\$13,066.61	\$6,200.17	\$6,866.44	\$1,261,449.64
44	Nov-23	\$1,261,449.64	\$13,066.61	\$6,233.76	\$6,832.85	\$1,255,215.88
45	Dec-23	\$1,255,215.88	\$13,066.61	\$6,267.52	\$6,799.09	\$1,248,948.35
46	Jan-24	\$1,248,948.35	\$13,066.61	\$6,301.47	\$6,765.14	\$1,242,646.88
47	Feb-24	\$1,242,646.88	\$13,066.61	\$6,335.61	\$6,731.00	\$1,236,311.27
48	Mar-24	\$1,236,311.27	\$13,066.61	\$6,369.92	\$6,696.69	\$1,229,941.35
49	Apr-24	\$1,229,941.35	\$13,066.61	\$6,404.43	\$6,662.18	\$1,223,536.92
50	May-24	\$1,223,536.92	\$13,066.61	\$6,439.12	\$6,627.49	\$1,217,097.80
51	Jun-24	\$1,217,097.80	\$13,066.61	\$6,474.00	\$6,592.61	\$1,210,623.81
52	Jul-24	\$1,210,623.81	\$13,066.61	\$6,509.06	\$6,557.55	\$1,204,114.74
53	Aug-24	\$1,204,114.74	\$13,066.61	\$6,544.32	\$6,522.29	\$1,197,570.42
54	Sep-24	\$1,197,570.42	\$13,066.61	\$6,579.77	\$6,486.84	\$1,190,990.65
55	Oct-24	\$1,190,990.65	\$13,066.61	\$6,615.41	\$6,451.20	\$1,184,375.24
56	Nov-24	\$1,184,375.24	\$13,066.61	\$6,651.24	\$6,415.37	\$1,177,723.99
57	Dec-24	\$1,177,723.99	\$13,066.61	\$6,687.27	\$6,379.34	\$1,171,036.72
58	Jan-25	\$1,171,036.72	\$13,066.61	\$6,723.49	\$6,343.12	\$1,164,313.23
59	Feb-25	\$1,164,313.23	\$13,066.61	\$6,759.91	\$6,306.70	\$1,157,553.31
60	Mar-25	\$1,157,553.31	\$13,066.61	\$6,796.53	\$6,270.08	\$1,150,756.78

A balloon payment of \$1,150,756.78 is due with the 60th installment payment.

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EXHIBIT 2
REAL ESTATE MORTGAGE

REAL ESTATE MORTGAGE

THIS INDENTURE, made and entered into by and between **CITIPOWER L.L.C.**, a Kentucky limited liability company, with principal offices at 2309 W Cone Blvd., Suite 200, Greensboro, NC 27408, hereinafter called the "Mortgagor", and **Herbert White Gas Company, Inc.**, located at 1204 W University Dr, Ste 400, Denton, TX 76201, hereinafter called the "Mortgagee".

WITNESSETH: That for and in consideration of the indebtedness of Mortgagor to Mortgagee, which is as follows: A promissory note dated _____, 2020, in the face amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00), that shall be paid as set forth therein with the balance of the indebtedness, if not sooner paid, due and payable on _____, 2025, ("Maturity Date"), with interest due monthly prior to the end of the term, with the fixed interest rate at 6.5% per annum, and any extensions, renewals, restatements and modifications thereof; together with all fees and expenses relating to such Note; and also means all the Mortgagor's debts, liabilities, obligations, including any and all obligations under covenants, and duties to the Mortgagee, whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, arising out of existing or future credit granted by the Mortgagee to Borrower under the Loan Documents or to any debtor-in-possession/successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Mortgage, attorney's fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate is as

described in the documents creating the indebtedness secured hereby. All terms not used but otherwise defined herein shall have the same meaning given to them in the Loan Agreement between Borrower, Bank, and the guarantors hereof, dated simultaneously herewith (the "Loan Agreement").

Now, therefore, to secure the payment of said note and all renewals and extensions thereof and any future advances made by Mortgagor to Mortgagee, pursuant to Paragraph (16) hereof and for the purpose of securing the fulfillment of all the covenants and conditions hereinafter contained, the Mortgagor has granted, bargained and sold, and by these presents does bargain, grant and sell to the said Mortgagee the fee simple estate to the following described property, together with the buildings and improvements erected thereon, or to be erected thereon and the rights, privileges and appurtenances thereto belonging or in any way appertaining, and all fixtures, movable and immovable, on or about the premises, including screen windows and doors, shades, awnings, blinds, and all heating, plumbing, and lighting fixtures and appliances now or hereafter on or affixed to the realty, (all of which is hereinafter referred to collectively as "the property"), together with the rents, issues and property therefrom.

See Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever, with covenant of general warranty. The Mortgagor warrants the title to the property and covenants that they have good right to mortgage and convey the same; that the same is free from all encumbrances, liens, claims or charges prior to or on

an equality with this mortgage; that the mortgagor has good title to the same and that this mortgage is and shall be the first and best lien against the property.

And the Mortgagor, in order to more fully protect the security of this mortgage, covenants and agrees as follows:

1. That Mortgagor will pay the note and interest thereon as hereby secured according to the terms thereof.
2. That the Mortgagee shall be subrogated for further security to the lien, though released, of any prior encumbrance, lien, or charge of any kind, against the property paid out of the proceeds of the loan for which the above note is executed.
3. To pay promptly all taxes or assessments, general and special, now or hereafter levied against the property.
4. To keep the improvements now existing or hereafter erected on the property in good condition and repair and to, at its own expense, procure, deliver to and maintain policies of insurance upon the property that are consistent with the Kentucky Public Service Commission's standards.
5. If part or all of a payment on any note secured by this mortgage is not paid within fifteen (15) days after its due date, the Mortgagor agrees to pay to the Mortgagee, as compensation for additional costs and labor incurred, a late charge in an amount equal to 2% of the payment that is past due; provided that there shall be only one late charge assessed as to any one scheduled payment.
6. To pay all the costs, charges and expenses, reasonably incurred or paid at any time by the Mortgagee, its legal representatives or assigns, because of the failure on the part of the Mortgagor, his heirs, executors, administrators, assigns, or successors in interest, to perform or comply with the terms of this mortgage or any legal or governmental charge or requirement regarding the property or the owner thereof, and every such payment shall bear interest from date at the rate as provided for in the note (or notes) evidencing the indebtedness secured herein, and any and all sums so paid by the Mortgagee, together with interest thereon, shall become a part of the debt hereby secured.
7. Should the Mortgagor fail to pay any installment on the said note or interest thereon within thirty days of when the same becomes due, the Mortgagee may declare the whole indebtedness secured hereby to be at once due and payable, and may forthwith proceed to collect the same to enforce this mortgage by suit or otherwise, and in any such cases the Mortgagee may enter on the property, collect the payable, and may forthwith proceed to collect the same and to enforce this mortgage by suit or otherwise, and in any of such cases the Mortgagee may enter on the property, collect the rents, issues and profits therefrom, and after paying all expenses of such collections, and a reasonable compensation for itself, shall apply the money collected to the satisfaction of the debts and demands hereby secured. In any of such events of default herein mentioned, the Mortgagee may at its option apply to any court of competent jurisdiction and be entitled to the appointment of a Receiver of the property to manage the same and to collect the rents, issues and profits therefrom and after deducting the costs and expenses of such receivership and a reasonable compensation for its services, shall apply the remainder of such rents, issues and profits so received to the payment of mortgage indebtedness. It is further agreed that the grounds for the appointment of a Receiver herein set out shall be in addition to and not in limitation of the statutory remedy of receivership and may be invoked either in aid of or without proceeding for the foreclosure and sale of the property.
8. It is expressly agreed that failure of the Mortgagee to exercise any of its options to precipitate the debt secured because of violation of this mortgage shall not constitute a waiver of the right to exercise such option. In the event of a waiver of any one of the obligations assumed by the Mortgagor hereunder it shall not at any time thereafter be held to be a waiver of any of the terms or conditions hereof, except such as are expressly waived.

9. Should the Mortgagor pay the indebtedness and perform all the covenants and stipulations hereof, the Mortgagee shall cancel the note hereby secured, and shall release this mortgage on the request and at the cost of the Mortgagor, and this indenture shall be void, else remain in full force and effect.

The covenants here contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto, and wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN TESTIMONY WHEREOF, witness the signature of the Mortgagor this _____
day of _____ 2020.

BORROWER:
CITIPOWER L.L.C.

BY: _____
Daniel R. Forsberg, Authorized Officer

STATE OF _____
COUNTY OF _____

The foregoing Mortgage was acknowledged and sworn to before me, this the
_____ day of _____ 2020, by Daniel R. Forsberg, Authorized Officer of
CITIPOWER, L.L.C., mortgagor.

Given under my hand this the _____ day of _____ 2020.

NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Zachary H. Brown, Esq.
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Corbin, Kentucky 40701
Telephone: (606) 528-3073
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