

**FIRST AMENDMENT TO THE  
FIRST AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This First Amendment to the First Amended and Restated Loan and Security Agreement ("First Amendment") is made and entered into effective the 29th day of March, 2019, by and between **FORT COBB OKLAHOMA IRRIGATION FUEL AUTHORITY L.L.C.**, an Oklahoma limited liability company d/b/a **FORT COBB FUEL AUTHORITY, L.L.C.** ("FCFA"), **NAVITAS ASSETS, L.L.C.**, a Delaware limited liability company ("NALLC"), **NAVITAS UTILITY CORPORATION**, a Nevada corporation ("NUC"), **NAVITAS OK3, LLC**, an Oklahoma limited liability company ("NOK3"), **NAVITAS-WINSTAR, LLC**, an Oklahoma limited liability company ("NWLLC"), **NAVITAS TN NG, LLC**, a Tennessee limited liability company ("NTNNG"), **NAVITAS KY NG, LLC**, a Kentucky limited liability company ("NKYNG") **NAVITAS UTILITY TEXAS, LLC**, a Texas limited liability company ("NUTX") (herein collectively "Borrowers") and [REDACTED] and [REDACTED] herein collectively "Guarantors"), of 3186-D Airway Avenue, Costa Mesa, CA 92626, and **BANK7**, an Oklahoma banking corporation ("Bank 7" or "Lender"), 1039 N.W. 63<sup>rd</sup> Street, Oklahoma City, OK 73116.

**WITNESSETH:**

**WHEREAS**, effective on December 8, 2017, Borrowers, Guarantors, and Lender entered into that certain First Amended and Restated Loan and Security Agreement (as amended, modified, restated and supplemented, and in effect from time to time, the "Loan Agreement") pursuant to which Borrowers executed and delivered to Lender certain Promissory Notes described therein; and

**WHEREAS**, Borrowers and Guarantors have requested that Lender extend to [REDACTED] a Loan in the principal amount of [REDACTED] ("Note M") to fund the purchase of an unregulated natural gas distribution system, commonly known as the Rosenberg Gas Pipeline pursuant to that certain Asset Purchase and Sale Agreement dated March \_\_, 2019 between Primoris Services Corporation, as Seller, and Navitas Utility Texas, LLC, as Purchaser; and

**WHEREAS**, Borrowers and Lender are now parties or will be parties to the following loans:

	<u>Amount</u>	<u>Borrower</u>
(a) Term Loan A ("Note A")	\$ [REDACTED]	[REDACTED]
(b) Revolving Line of Credit Loan B ("Note B")	\$ [REDACTED]	[REDACTED]
(c) Term Loan C ("Note C")	\$ [REDACTED]	[REDACTED]
(d) Term Loan D ("Note D")	\$ [REDACTED]	[REDACTED]

(f) Revolving Line of Credit Loan F ("Note F")	\$	[REDACTED]	[REDACTED]
(g) Term Loan G ("Note G")	\$	[REDACTED]	[REDACTED]
(j) Revolving Line of Credit Loan J ("Note J")	\$	[REDACTED]	[REDACTED]
(k) Revolving Line of Credit Loan K ("Note K")	\$	[REDACTED]	[REDACTED]
(l) Revolving Line of Credit Loan L ("Note L")	\$	[REDACTED]	[REDACTED]
(m) Term Loan M ("Note M")	\$	[REDACTED]	[REDACTED]

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender, Borrowers, and Guarantors hereby covenant and agree as follows:

1. Amendment to Loan Agreement. Effective as March 29, 2019, Section 1.12 shall be amended and restated as follows:

1.12. "Guarantors" shall mean the following:

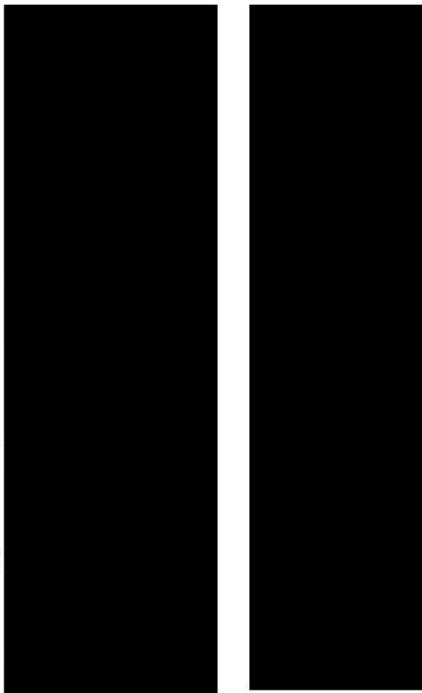
- a. [REDACTED] all Notes
- b. [REDACTED] all Notes
- c. [REDACTED] Notes A, C, D, G, and M
- d. [REDACTED] Notes B, F, J, K, and L

2. Amendment to Loan Agreement. Effective as March 29, 2019, Section 2.1 and 2.2 shall be amended and restated as follows:

2.1. **Loan Advances**. Subject to the terms and conditions hereinafter set forth, Lender has made or agrees to make the following loans to the various Borrowers (the "Loans"):

		<u>Amount</u>	<u>Borrower</u>
(a) Term Loan A ("Note A")	\$	[REDACTED]	[REDACTED]
(b) Revolving Line of Credit Loan B ("Note B")	\$	[REDACTED]	[REDACTED]

(c) Term Loan C ("Note C")	\$
(d) Term Loan D ("Note D")	\$
(f) Revolving Line of Credit Loan F ("Note F")	\$
(g) Term Loan G ("Note G")	\$
(j) Revolving Line of Credit Loan J ("Note J")	\$
(k) Revolving Line of Credit Loan K ("Note K")	\$
(l) Revolving Line of Credit Loan L ("Note L")	\$
(m) Term Note M ("Note M")	\$



2.2. **Note.** Each respective Borrower's obligation to repay the Loans with interest is or shall be evidenced by the respective Notes (Note A, Note B, Note C, Note D, Note F, Note G, Note J, Note K, Note L, and Note M).

3. Amendment to Loan Agreement. Effective as December 8, 2017, all references in the Loan Documents to Navitas Texas Utility, LLC and NTXU shall be amended to refer to Navitas Utility Texas, LLC and NUTX.

4. Amendment to Loan Agreement. Effective as of March 29, 2019, the assets described on Exhibit "A" to this First Amendment shall be included as part of the definition of Collateral and shall be included as part of Schedule 1 to the Loan Agreement. For the avoidance of doubt, in order to secure the Loans, NUTX hereby grants to Lender a first priority security interest in the Collateral, including, but not limited, all assets described on Exhibit "A" to this First Amendment.

5. Amendment to Loan Agreement. Effective as of March 29, 2019, Paragraph 8.1 shall be amended and restated as follows:

8.1. **Failure to Pay.** *The failure of Borrowers to pay any of the Obligations within ten (10) business days of the date when due and payable (whether by acceleration, declaration, extension or otherwise).*

6. Amendment to Loan Agreement. Effective as of March 29, 2019, Paragraph 8.16 - Cure shall be added to the Agreement:

8.16 **Cure.** *Borrowers shall have thirty (30) days after written receipt of written notice from Lender to cure a default under Sections 8.2, 8.4, 8.5, 8.7, 8.9, or 8.13.*

7. Origination Fee. At closing, [REDACTED] shall pay to Lender a [REDACTED] Origination Fee for Note M.

8. Accuracy of Recitals. Borrowers acknowledges the accuracy of the Recitals set forth above.

9. Ratification of Loan Documents and Collateral. The Loan Documents are hereby ratified and reaffirmed by Borrowers and Guarantors and shall remain in full force and effect as they may be modified herein or in the documents executed in connection herewith. All real and personal property described as security in the Loan Documents shall remain as security for repayment of the Notes and the obligations of Borrowers in the Loan Documents.

10. Borrowers and Guarantors Representations and Warranties. Borrowers and Guarantors represents and warrants to Lender:

(a) No default or event of default under any of the Loan Documents as modified hereby, nor any event, that, with the giving of notice or the passage of time or both, would be a default or an event of default under the Loan Documents as modified herein has occurred and is continuing.

(b) There has been no material adverse change in the financial condition of Borrower or any other person whose financial statement has been delivered to Lender in connection with the Notes from the most recent financial statements received by Lender.

(c) Each and all representations and warranties of Borrowers and Guarantors in the Loan Documents are accurate on the date hereof.

(d) Borrowers and Guarantors have no claims, counterclaims, defenses, or set-offs with respect to the loan evidenced by the Notes, or with respect to the Loan Documents as modified herein.

(e) The Loan Documents as modified herein are the legal, valid, and binding obligations of Borrowers and Guarantors, enforceable against Borrowers and Guarantors in accordance with their terms.

11. Borrowers and Guarantors Covenants.

(a) Borrowers and Guarantors shall execute, deliver, and provide to Lender such additional agreements, documents, and instruments as may be reasonably be required by Lender to effectuate the intent of this Agreement.

(b) Borrowers and Guarantors each fully, finally, and forever release and discharge Lender and its successors, assigns, directors, officers, employees, agents, and representatives from any and all causes of action, claims, debts, demands, and liabilities, of whatever kind or nature, in law or equity, of Borrower, whether now known

or unknown to Borrower, in respect of the loan evidenced by the Notes and the Loan Documents, or of the actions or omissions of Lender in any manner related to the loan evidenced by Notes or the Loan Documents, arising from events occurring prior the date of this Agreement.

(c) On demand by Lender, Borrowers and Guarantors shall pay to Lender all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, Lender's attorney's fees and expenses and any filing or recording costs.

12. Execution and Delivery of Agreement by Lender. Lender shall not be bound by this Agreement until (i) Lender has executed this Agreement, and (ii) Borrowers and Guarantors have performed all of the obligations of Borrowers and Guarantors under this Agreement to be performed contemporaneously with the execution and delivery of this Agreement.

13. Integration; Entire Agreement, Change; Discharge; Termination; Waiver. The Notes and Loan Documents as modified herein contain the complete understanding and agreement of Borrowers, Guarantors, and Lender in respect of the Loan and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations. No provision of the Notes or Loan Documents as modified herein may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the party against whom it is being enforced.

14. Governing Law/Binding Effect. This Agreement is delivered in the State of Oklahoma and governed by Oklahoma law. Borrowers and Guarantors agrees that any legal action or proceeding with respect to any of its obligations under the Notes, the Loan Documents, or this Agreement may be brought in any court located in Oklahoma County, Oklahoma, as the Lender in its sole discretion may elect.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

16. Not a Novation. This Agreement is a modification and amendment only and not a novation. Except for the above-quoted modification(s), the Loan Documents, and all the terms and conditions thereof, shall be and remain in full force and effect with the changes herein deemed to be incorporated therein. References to the Loan Documents and to other agreements shall not affect or impair the absolute and unconditional obligation of the Borrower to pay the principal and interest on the Notes when due.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

**THE WRITTEN LOAN AGREEMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY**

**THE EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

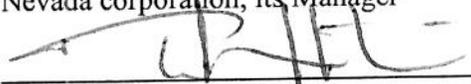
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Loan Agreement to be made effective as of, but not necessarily on, the date first above written.

BORROWERS/GUARANTORS:

**FORT COBB OKLAHOMA  
IRRIGATION FUEL AUTHORITY  
L.L.C.**, an Oklahoma limited liability  
company d/b/a **FORT COBB FUEL  
AUTHORITY, L.L.C.**

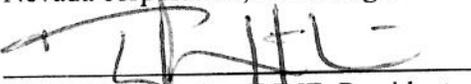
By: NAVITAS ASSETS, L.L.C., a Delaware  
limited liability company, its Manager

By: NAVITAS UTILITY CORPORATION, a  
Nevada corporation, its Manager

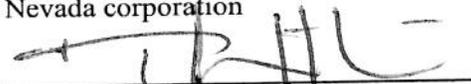
By:   
THOMAS E. HARTLINE, President

**NAVITAS ASSETS, L.L.C.**, a Delaware  
limited liability company

By: NAVITAS UTILITY CORPORATION, a  
Nevada corporation, its Manager

By:   
THOMAS E. HARTLINE, President

**NAVITAS UTILITY CORPORATION**, a  
Nevada corporation

By:   
THOMAS E. HARTLINE, President

**NAVITAS OK3, LLC**, an Oklahoma limited liability company

By: NAVITAS UTILITY CORPORATION, a Nevada corporation, its Manager

By:   
THOMAS E. HARTLINE, President

**NAVITAS-WINSTAR, L.L.C.**, an Oklahoma limited liability company

By:   
THOMAS E. HARTLINE,  
President/Chair/Manager

**NAVITAS TN NG, LLC**, a Tennessee limited liability company

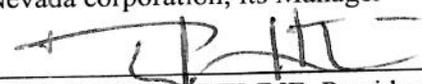
NAVITAS ASSETS, L.L.C., a Delaware limited liability company, its Manager

By: NAVITAS UTILITY CORPORATION, a Nevada corporation, its Manager

By:   
THOMAS E. HARTLINE, President

**NAVITAS KY NG, LLC**, a Kentucky limited liability company

By: NAVITAS UTILITY CORPORATION, a Nevada corporation, its Manager

By:   
THOMAS E. HARTLINE, President

NAVITAS UTILITY TEXAS, LLC, a  
Texas limited liability company

By: NAVITAS ASSETS, L.L.C., a Delaware  
limited liability company, its Manager

By: NAVITAS UTILITY CORPORATION, a  
Nevada corporation, its Manager

By:   
THOMAS E. HARTLINE, President

GUARANTORS:



LENDER:

**BANK7**, an Oklahoma banking corporation

By: \_\_\_\_\_  
JASON ESTES, Exec. Vice President

**EXHIBIT A**

**PIPELINE DESCRIPTION**

THAT CERTAIN PIPELINE KNOWN AS PRIMORIS BUILD OWN & OPERATE ROSENBERG GAS PIPELINE SYSTEM, FORMERLY KNOWN AS HESCO ROSENBERG PIPELINE SYSTEM, FORMERLY KNOWN AS THE BRIDWELL-HUNTINGTON PIPELINE SYSTEM, AS ORIGINALLY CONSTRUCTED BY CORONADO TRANSMISSION COMPANY, CONVEYED THROUGH MULTIPLE TRANSACTIONS TO THE OWNERSHIP OF PRIMORIS SERVICES CORPORATION, OPERATED BY PRIMORIS BUILD, OWN & OPERATE, LLC ON BEHALF OF JAMES CONSTRUCTION GROUP, AND MAINTAINED IN CONTINUOUS SERVICE IN FORT BEND COUNTY, TEXAS.

EXHIBIT A

OVERVIEW OF ROSENBERG PIPELINE

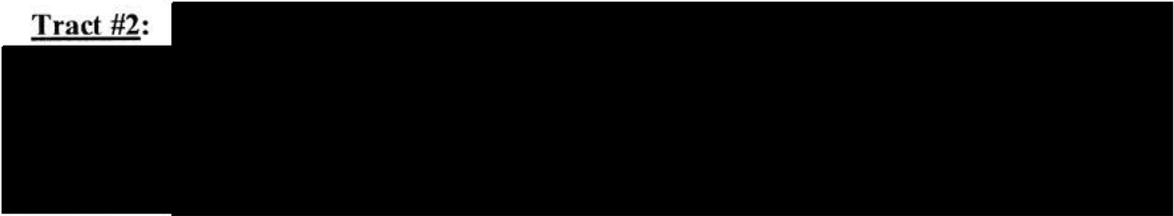
- a. Beginning at the far south end of the pipeline (KM meter station) the pipeline crosses [REDACTED] and thence travels north [REDACTED] approximately [REDACTED]
- b. The pipeline thence turns [REDACTED] and parallels [REDACTED]
- c. Thence turns [REDACTED] and crosses under [REDACTED] and the [REDACTED] approximately [REDACTED]
- d. Thence just off of [REDACTED] [REDACTED] was cut [REDACTED] original diameter pipeline that continued to the [REDACTED] and transitioned to a [REDACTED] and continues approximately [REDACTED]
- e. Thence the pipeline dog-legs continues [REDACTED]
- f. Thence the pipeline transitions to [REDACTED] and continues approximately [REDACTED] approximately [REDACTED] meter offset between the pipe and the [REDACTED] (meter).
- g. Thence the [REDACTED] then [REDACTED] and then [REDACTED]. In this [REDACTED] final segment the pipeline is brought above ground and through a valve and then crosses [REDACTED]
- h. Thence the pipe is tee'd in [REDACTED] pipe with the gas flowing [REDACTED] and then turns [REDACTED]
- i. DEAD LEG - from the end of the [REDACTED] continues to the [REDACTED] to a tie-in with the [REDACTED]. The [REDACTED] with both the dead leg and the original pipe continuing capped at this point. Also the [REDACTED] be continued [REDACTED] and is capped on the [REDACTED] of [REDACTED]

**EXHIBIT A**  
**EASEMENTS**

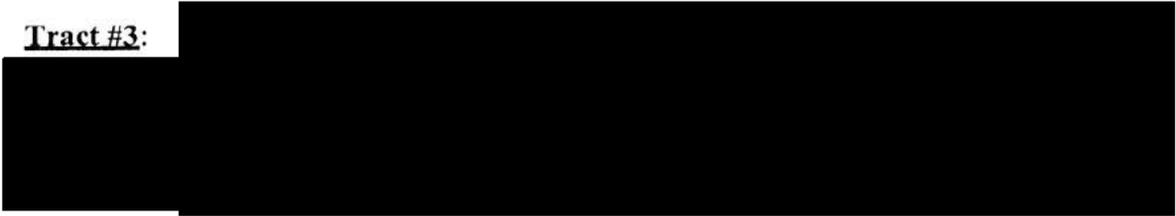
**Tract #1:**



**Tract #2:**



**Tract #3:**



**Tract #4:**



**Tract #5:**



## EXHIBIT A

### PERMITS

**Item A:** Railroad Crossing License: Southern Pacific Transportation Company, dated January 6, 1976; Approved by R. E. Parker, Assistant Division Engineer.

**Item B:** Railroad Crossing License (#26123): The Atchison, Topeka and Santa Fe Railway Company to Coronado Transmission Company, dated January 14, 1976; Approved by F. K. Hill, Assistant General Manager.

**Item C:** Highway Crossing Permit (#76-8936): U.S. Highway 90A, dated January 6, 1976; to Coronado Transmission Company; Approved by F. B. Wilson, Assistant District Maintenance Supervisor.

**Item D:** County Road Crossing Permit: Fort Bend County, Scott Road, dated January 19, 1976; to Coronado Transmission Company; Approved by Fort Bend County Commissioner's Court, Presiding Judge, Josh Gates.

**Item E:** Texas Department of Transportation Permit (#97-0844): Fort Bend County, State Highway 36, dated August 15, 1997; to Houston Energy Services Company; Approved by J.R. Salinas, P.E., Director of Maintenance District No. 12.

**Item F:** Engineering Department R.O.W. Permit (#81860): Fort Bend County, Texas, dated September 9, 1997, for burial of 2.5" pipeline beneath Robinowitz ditch.

**Item G:** Texas Department of Transportation Permit (#05-0215): Fort Bend County, State Highway 36, dated February 18, 2005; to HESCO Utility Company, L.L.C.; Approved by Michael W. Alford, P.E., Director of Maintenance, Houston District.

**Item H:** Texas Department of Transportation Permit (#76-8935): Fort Bend County, State Highway 36, dated January 6, 1976; to Coronado Transmission Company; Approved by Assistant District Maintenance Supervisor, District No. 12.

**Item I:** Railroad Commission of Texas; Pipeline Transfer Certification, dated September 9, 2005; to James Construction Group, L.L.C.

**EXHIBIT "A"**

**PERSONAL PROPERTY**

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

**PROMISSORY NOTE**

(Note M)

Effective Date: March 29, 2019

FOR VALUE RECEIVED, NAVITAS UTILITY TEXAS, LLC, a Texas limited liability company ("Borrower"), unconditionally promises to pay to the order of BANK7, an Oklahoma banking corporation ("Lender"), at 1039 NW 63<sup>rd</sup> Street, Oklahoma City, OK 73116, or at such other place as may be designated in writing by the holder of this promissory note, the principal amount of [REDACTED] together with interest thereon at the rate hereinafter specified.

**INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index by providing written notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is** [REDACTED] interest on the unpaid principal balance of this Note will be calculated using a rate of 1.250 percentage points over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate [REDACTED] per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this Note be less than [REDACTED] per annum or more than the maximum rate allowed by applicable law.

**PAYMENT TERMS.** Beginning on May 1, 2019, and on the first (1<sup>st</sup>) day of each month thereafter Borrower shall pay to Lender a payment of principal and interest in the amount of [REDACTED] which is based upon a twenty (20) year amortization. Lender may adjust the monthly payments, as needed, to maintain the scheduled amortization period. On April 1, 2022, the Maturity Date, Borrower shall pay in full all of the outstanding principal and unpaid accrued interest.

**LATE CHARGES:** Lender may assess a charge equal to [REDACTED] of the amount of any payment not paid within ten (10) days of the date on which such payment is due, as further set forth in the Loan Agreement. In no event shall these charges, either before or after maturity, be greater than permitted by law.

**DEFAULT RATE:** Upon default, including failure to pay upon final maturity, interest shall accrue on this Note at the rate of [REDACTED] per annum greater than the per annum interest rate prevailing on this Note at the time of the default.

All payments made upon this Note shall be applied first to the outstanding accrued interest, if any, through the date of payment and the balance, if any, to the principal balance due and owing under this Note.

Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Lender's rights hereunder or under any instrument securing payment of this Note, Borrower shall pay the Lender its reasonable attorneys' fees and all court costs and other reasonable expenses incurred in connection therewith.

It is expressly understood that time is of the essence of this Note, and if the Borrower shall fail to pay within ten (10) days of when due (the "Grace Period"), any amount payable under the provisions of this Note, or upon the occurrence of an Event of Default under the First Amended and Restated Loan and Security Agreement dated December 8, 2017, as amended by that certain First Amendment to the First Amended and Restated Loan and Security Agreement of even date hereof (collectively, the "Loan Agreement") such event shall constitute a default hereunder (any of the foregoing being hereinafter referred to as "Default"). Upon Default (i) this Note and all other liabilities together with all accrued but unpaid interest hereon and thereon, at the option of the Lender, and without further notice, demand or presentment, or notice of intent to accelerate to the Borrower or any other person or party, may be declared, and thereupon immediately shall become, due and payable; and (ii) the Lender may exercise, from time to time, any and all other rights, remedies and recourses now or hereafter existing in equity, at law, herein or under the Loan Agreement or any other Loan Document (as defined in the Loan Agreement), by virtue of statute or otherwise, including but not limited to, all rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in the State of Oklahoma and the right to foreclose any and all liens and security interests securing this Note. Subject to any applicable Grace Period, this Note and all other liabilities of Borrower to Lender related to the loan evidenced hereby, at the option of Lender, may be accelerated, without further notice or demand of any kind in the event Borrower fails to make when due any payments to Lender as required herein or in the Loan Documents.

The invalidity, or unenforceability in particular circumstances, of any provision of this Note shall not extend beyond such provision or circumstances, and no other provision of this instrument shall be affected thereby.

Borrower expressly stipulates and agrees that it is the intent of Borrower and Lender at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Lender to contract for, charge, take, reserve, or receive a greater amount of interest than under state law) and that this paragraph shall control every other covenant and agreement in this Note and the other Loan Documents. If the applicable law (state or federal) is ever judicially interpreted so as to render usurious any amount called for under the Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Note, or if Lender's exercise of the option to accelerate the maturity of the Note, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by applicable law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender shall be credited on the principal balance of the Note (or, if the Note has been or would thereby be paid in full, refunded to Borrower), and the provisions of the Note and the other Loan Documents immediately shall be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the loan proceeds evidenced by the Note shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Note until payment in full so that the rate or amount of interest on account of the Note does not exceed the maximum rate permitted under applicable law from time to time in effect and applicable to the Note for so long as the Note is outstanding. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents,

it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

This Note, to the extent of the full face amount hereof, evidences indebtedness of Borrower to Lender. This Note is issued by the Borrower as part of a commercial transaction and no part of this loan is for a personal use.

This Note is secured, *inter alia*, by the real and personal property described in the Loan Agreement and Loan Documents of even date covering certain real and personal property owned by Borrower and others.

This Note, the Loan Documents, and all other documents issued and executed in connection therewith shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

Borrower hereby consents to the jurisdiction and/or venue of any state district court, or federal district court within the State of Oklahoma, as Lender may elect with respect to any action involving this Note.

**BORROWER HEREBY VOLUNTARILY, AND KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN THE BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE OR ANY RELATED LOAN DOCUMENT.**

Borrower stipulates and agrees that the Lender may, at its sole discretion, assign this Note to any such person it may select, upon such terms and conditions as it may deem appropriate, and that such assignee shall thereafter become the holder of this Note and shall be entitled to enforce all rights, remedies, and other benefits which shall or may inure to the benefit of the Lender.

Borrower further stipulates, represents and agrees that this instrument evidences the valid, enforceable, and binding obligation of the Borrower to the Lender in accordance with the terms and provisions hereof, without any defense (as of the date of this Note) to the enforcement thereof, whether denominated as affirmative defense, offset, counterclaim, or otherwise, and whether at law or in equity. Borrower hereby waives all defenses (existing as of the date of this Note and/or based upon acts or omissions occurring prior to the date of this Note) to the enforcement of this Note.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Note has been executed by Borrower and delivered to Lender to be effective as of, but not necessarily on, the date first written above.

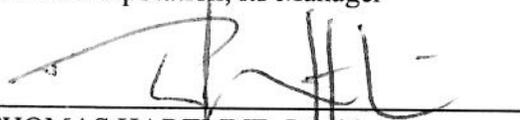
“BORROWER”

**NAVITAS UTILITY TEXAS, LLC**, a  
Texas limited liability company

By: NAVITAS ASSETS, L.L.C., a Delaware  
limited liability company, its Manager

By: NAVITAS UTILITY CORPORATION, a  
Nevada corporation, its Manager

By:

  
\_\_\_\_\_  
THOMAS HARTLINE, President