

## AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement (this "*Amendment*") is made and entered into as of January \_\_\_, 2021 by and between Bud Rife ("*Seller*") and Navitas KY NG, LLC ("*Purchaser*"). Seller and Purchaser are sometime referred to herein individually as a "*Party*" and collectively as the "*Parties*."

**WHEREAS**, Seller and Purchaser entered into that certain Asset Purchase Agreement dated as of "the \_\_\_ of \_\_\_\_\_, 2020" (the "*Agreement*"); and

**WHEREAS**, the Parties entered into the Agreement on or about November 30, 2020 (the "*Agreement Effective Date*"), but inadvertently did not insert the Agreement Effective Date in the Agreement; and

**WHEREAS**, the Parties desire to amend the Agreement to insert the Agreement Effective Date therein and in certain other respects as set forth herein;

**NOW THEREFORE**, for and in consideration of the promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereby agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement.
2. The Parties hereby amend the Agreement as follows:
  - a. On the cover page of the Agreement, the language "Dated as of \_\_\_\_\_, 2020" is hereby deleted and replaced with "Dated as of November 30, 2020."
  - b. The Preamble of the Agreement is hereby amended by deleting the language "dated as of the \_\_\_ of \_\_\_\_\_, 2020 (the "*Effective Date*")" and replacing it with "dated as of the 30<sup>th</sup> day of November, 2020 (the "*Effective Date*")."
  - c. Section 1.1 of the Agreement is hereby amended by deleting the language "that certain rental agreement between Navitas Utility Corporation and \_\_\_\_\_" in the definition of the term "Building Rental Agreement" and replacing it with "that certain Commercial Building Lease Agreement dated between Navitas Utility Corporation and Bud Rife dated the 30<sup>th</sup> day of November, 2020."
  - d. Section 1.1 of the Agreement is hereby amended by deleting the language "date \_\_\_\_\_, 2020" in the definition of the term "Equipment Purchase Agreement" and replacing it with "dated November 30, 2020."
  - e. Section 1.1 of the Agreement is hereby amended by deleting the definition of the term "Gas Purchase Agreement" in its entirety and replacing it with the following: "Gas Purchase Agreement means a contract for the sale and purchase of natural gas between Navitas Utility Corporation and B&S Oil and Gas Company ( (or such other entity designated by or acceptable to Purchaser) and substantially in the form of the Base Contract for Sale and Purchase of Natural Gas attached hereto as Exhibit E."
  - f. Section 2.5 of the Agreement is hereby amended by deleting the language "on December 31, 2020, or such other date as the Parties may mutually agree upon in writing (the "*Closing Date*")"

and replacing it with “on May 4, 2021, or such other date as the Parties may mutually agree upon in writing (the “Closing Date”).”

g. Section 9.1(d) of the Agreement is hereby amended by deleting the language “on or before February 28, 2021” and replacing it with “on or before May 31, 2021.”

h. Exhibit C of the Agreement is hereby amended as follows:

i. Sub-part b appearing under “a. B&H Rate Case” is deleted in its entirety and replaced with the following: “b. KYPSC shall issue a final order whereby required revenue for B&H is substantially equal to the required revenue of \$195,073 in the Order entered on June 18, 2013 in the last Johnson County System (“Johnson County Gas”) Rate Case -- Case No. 2012-00140.”

ii. The language “in the Johnson County Gas Case #YR-\_\_\_ and the B&H Gas Case 20-\_\_\_ required under the APA” is hereby deleted and replaced with “in the Johnson County Gas Case No. 2012-00140 and the B&H Gas Case 2020-00396 required under the APA.”

i. Exhibit E hereto is hereby attached to and made a part of the Agreement as Exhibit E thereto.

3. The Parties hereby adopt, ratify and confirm the Agreement, and they acknowledge and agree that the Agreement is and shall remain in full force and effect, and that they are bound by the Agreement in accordance with its terms and provisions as amended and modified by this Amendment.

4. This Amendment shall be construed in accordance with and governed by the Laws of the State of Kentucky applicable to agreements made and to be performed wholly within such jurisdiction, without regard to conflicts of law principles.

5. This Amendment may be executed in counterparts each of which shall be considered an original for all purposes. An executed facsimile or electronic copy (PDF) of this Amendment shall be effective and enforceable to the same extent as an originally executed Amendment.

[Signature Page to Follow]

EXECUTED AND EFFECTIVE as of the date set forth first above.

LESSOR:

Bud Rife by *[Signature]*  
Bud Rife

LESSEE:

NAVITAS UTILITY CORPORATION

By: *[Signature]*

Name: THOMAS HORTINE

Title: PRESIDENT