

## AMENDMENT TO COMMERCIAL BUILDING LEASE AGREEMENT

This Amendment to Commercial Building Lease Agreement (this "*Amendment*") is made and entered into as of January \_\_, 2021 by and between Bud Rife ("*Lessor*") and Navitas Utility Corporation ("*Lessee*"). Lessor and Lessee are sometime referred to herein individually as a "*Party*" and collectively as the "*Parties*."

**WHEREAS**, Lessor and Lessee entered into that certain Commercial Building Lease Agreement dated as of "the \_\_ day of \_\_\_\_\_, 2020" (the "*Lease 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 Lease Agreement; and

**WHEREAS**, the Parties desire to amend the Lease 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 Lease Agreement.
2. The Parties hereby amend the Lease Agreement as follows:
  - a. The Preamble of the Lease Agreement is hereby amended by deleting the language "made the \_\_ of \_\_\_\_\_, 2020 (the "*Effective Date*")" and replacing it with "made the 30<sup>th</sup> day of November, 2020 (the "*Effective Date*")."
  - b. Section 3 of the Lease Agreement is hereby amended by deleting the language "which shall commence on the \_\_ day of \_\_\_\_\_, 2021, and shall expire on the \_\_ day of \_\_\_\_\_, 2026" and replacing it with "which shall commence immediately after Closing on the Closing Date (as said terms are defined in that certain Equipment Purchase Agreement dated November 30, 2020 between Lessor and Lessee) and shall expire on the fifth anniversary of the Closing Date, and on or promptly after the Closing Date, the Parties shall memorialize the beginning and ending dates of such five-year term date in a written instrument signed by both of them. For purposes of clarification, the Parties acknowledge and agree that if Closing does not occur under the Equipment Purchase Agreement this Lease shall be null, void and of no effect."
3. The Parties hereby adopt, ratify and confirm the Lease Agreement, and they acknowledge and agree that the Lease Agreement is and shall remain in full force and effect, and that they are bound by the Lease 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.

SELLER:

Bud Rife by [Signature]  
Bud Rife *w/ permission*

PURCHASER:

NAVITAS KY NG, LLC

By: [Signature]

Name: THOMAS W. BIRTLINE

Title: SECRETARY