

AMENDMENT TO EQUIPMENT PURCHASE AGREEMENT

This Amendment to Equipment Purchase Agreement (this "*Amendment*") is made and entered into as of January __, 2021 by and between Bud Rife ("*Seller*") and Navitas Utility Corporation ("*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 Equipment 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 30th 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 30th day of November, 2020."
 - d. 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 Purchaser and Hall, Stevens, Hall (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 D."
 - e. Section 1.1 of the Agreement is hereby amended by deleting the definition of the term "Pipeline Purchase Agreement" in its entirety and replacing it with the following: "Pipeline Purchase Agreement means that certain Asset Purchase Agreement dated as of the 30th day of November, 2020 by and between Bud Rife and Navitas KY NG, LLC with respect to the purchase and sale of the Assets (as therein defined)."
 - f. Section 2.5 of the Agreement is hereby amended by deleting the language "on _____, 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 D hereto is hereby attached to and made a part of the Agreement as Exhibit D 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.

SELLER:

Bud Rife by [Signature]
Bud Rife

PURCHASER:

NAVITAS UTILITY CORPORATION

By: [Signature]

Name: Thomas Hartline

Title: PRESIDENT