

	<u>Amount</u>	<u>Borrower</u>
(a) Term Loan A ("Note A")	\$ 4,801,000.00	FCFA
(b) Revolving Line of Credit Loan B ("Note B")	\$ 250,000.00	NWLLC
(c) Term Loan C ("Note C")	\$ 561,000.00	NTNNG
(d) Term Loan D ("Note D")	\$ 301,968.53	NKYNG
(f) Revolving Line of Credit Loan F ("Note F")	\$ 500,000.00	FCFA
(g) Term Loan G ("Note G")	\$ 1,600,000.00	NKYNG
(j) Revolving Line of Credit Loan J ("Note J")	\$ 100,000.00	NTXU
(k) Revolving Line of Credit Loan K ("Note K")	\$ 100,000.00	NTNNG
(l) Revolving Line of Credit Loan L ("Note L")	\$ 250,000.00	NKYNG

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, and Note L).

2.3. **Interest.** Interest shall be payable monthly as provided in the respective Notes and shall be calculated on a year of 360 days based upon the actual number of days elapsed.

2.4. **Loan Fee.** At closing, Borrowers shall pay Lender loan fees on Notes J and K equal to ^{1%} of the face amount of said Notes, or \$2,000.00 total.

2.5. **Late Charge; Default Rate.** If any payment required to be made by Borrowers hereunder is not paid within ten (10) days after the date on which such payment is due, Borrowers shall pay to Lender on demand a late charge equal to five percent (5.0%) of the amount of such payment. The late payment charge shall be payable to Lender on demand. Upon the occurrence of an Event of Default hereunder, sums outstanding under the Loan shall bear interest at the default rate of interest as set forth in the Notes (the "Default Rate") until the default is cured. The default shall be cured on the demand by Lender.

2.6. **Revolving Line of Credit Note B, F, J, K, and L - Advances.** Subject to the terms and conditions hereof, Lender agrees to make advances to Borrowers upon Note B, Note F,

Note J, Note K, and Note L (herein called "Advances") from time to time so long as the aggregate amount of Advances outstanding at any time does not exceed \$250,000.00 for Note B, \$500,000.00 for Note F, \$100,000.00 for Note J, \$100,000.00 for Note K, and \$250,000.00 for Note L. Each Advance must be greater than or equal to \$5,000.00. The amount of principal owing on Note B, Note F, Note K, Note K, or Note L at any given time shall be the aggregate amount of all Advances heretofore made minus all payments of principal theretofore received by Lender on the respective Note. Interest on Note B, Note F, Note J, Note K, and Note L shall accrue and be due and payable as provided herein and therein. The respective Borrower may borrow funds under Note B, Note F, Note J, Note K, or Note L, prepay such funds, and re-borrow, all in accordance with the terms and conditions of Note B, Note F, Note J, Note K, Note L, and this Agreement.

2.7 Requests for Advances Under Notes B, F, J, K, and L. Each Borrower under Note B, Note F, Note J, Note K, and Note L must give prior notice to Lender of any requested Advance by delivering a Request for Advance to Lender before 11:00 a.m. CST on the day of any requested Advance. Each request for an Advance shall be in the form of a Request for Advance acceptable to Lender, duly completed and signed by authorized officers of the respective Borrower. If all conditions precedent to such Advance have been met, Lender will on the date requested make such Advance available in immediately available funds by the date following said Request in the respective Borrower's account(s) with Lender.

3. SECURITY

3.1. Security Interest. As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, Borrowers hereby assign, pledge and grant to Lender a continuing security interest in the Collateral. Lender's security interest shall continually exist until (a) all Obligations have been paid in full and (b) there exists no commitment by Lender which could give rise to any of the Obligations.

3.2. Covenants and Representations Concerning Collateral. With respect to all of the Collateral, each respective Borrower, to the extent of its respective ownership interest in any of the Collateral, covenants, warrants, and represents that:

(a) No financing statement covering any of the Collateral is on file in any public office or land or financing records except for financing statements in favor of Lender and Borrowers are the legal and beneficial owner of all of the Collateral, free and clear of all Liens, except for Permitted Liens identified in writing on Schedule 2 attached hereto and made a part hereof, if applicable.

(b) The security interest granted Lender hereunder shall constitute a first priority Lien upon the Collateral. Borrowers will not, and Lender does not authorize Borrowers to, except in the ordinary course of business, transfer, discount, sell, grant or assign any interest in the Collateral nor, without Lender's prior written consent, permit any other Lien to be created or remain thereon except for Permitted Liens. Borrowers shall execute such additional documents as requested by Lender regarding the Collateral.

(c) Borrowers will maintain the Collateral in good order and condition, ordinary wear and tear excepted, and will use, operate and maintain the Collateral in compliance with all laws, regulations and ordinances and in compliance with all applicable insurance requirements and regulations. Borrowers will promptly notify Lender in writing of any material litigation involving or affecting the Collateral which Borrowers know or have reason to believe is pending or threatened. Borrowers will promptly pay when due all taxes and all transportation, storage, warehousing and other such charges and fees affecting or arising out of or relating to the Collateral and shall defend the Collateral, at Borrowers' expense, against all claims and demands of any persons claiming any interest in the Collateral adverse to Borrowers or Lender.

(d) With prior written notice during normal business hours, Lender and its agents and designees may enter the Business Premises of Borrowers and inspect the Collateral and all books and records of Borrowers (in whatever form). Lender shall pay the costs of such inspections.

(e) Borrowers will maintain comprehensive casualty insurance on the Collateral against such risks, in such amounts, with such loss deductible amounts and with such companies as may be satisfactory to Lender, and each such policy shall contain a clause or endorsement satisfactory to Lender naming Lender as loss payee and a clause or endorsement satisfactory to Lender that such policy may not be cancelled or altered and Lender may not be removed as loss payee without at least thirty (30) days prior written notice to Lender. In all events, the amounts of such insurance coverages shall conform to prudent business practices and shall be in such minimum amounts that Borrowers will not be deemed a co-insurer under applicable insurance laws, regulations, policies, or practices. Borrowers hereby assign to Lender and grant to Lender a security interest in any and all proceeds of such policies and authorize and empower Lender to adjust or compromise any loss under such policies and to collect and receive all such proceeds. Borrowers authorize and empower Lender to execute and endorse in Borrowers' name all proofs of loss, drafts, checks and any other documents or instruments necessary to accomplish such collection, and any persons making payments to Lender under the terms of this paragraph are hereby relieved absolutely from any obligation or responsibility to see to the application of any sums so paid. After deduction from any such proceeds of all costs and expenses (including reasonable attorneys' fees) incurred by Lender in the collection and handling of such proceeds, the net proceeds shall be applied as follows. If no Event of Default shall have occurred and be continuing, such net proceeds may be applied, at Borrowers' option, either toward replacing or restoring the Collateral, in a manner and on terms satisfactory to Lender, or as a credit against such of the Obligations, whether matured or unmatured, as Lender shall determine in Lender's sole discretion. In the event that Borrowers may and do elect to replace or restore as aforesaid, then such net proceeds shall be deposited in a segregated account of Borrowers at Lender and subject to the sole order of Lender and shall be disbursed therefrom by Lender in such manner and at such times as Lender deems appropriate to complete such replacement or restoration; provided, however, that if an Event of Default shall occur at any time before or after replacement or restoration has commenced, then thereupon Lender shall have the option

to apply all remaining net proceeds either toward replacing or restoring the Collateral, in a manner and on terms satisfactory to Lender, or as a credit against such of the Obligations, whether matured or unmatured, as Lender shall determine in Lender's sole discretion. If an Event of Default shall occur prior to such deposit of the net proceeds, then Lender may, in its sole discretion, apply such net proceeds either toward replacing or restoring the Collateral, in a manner and on terms satisfactory to Lender, or as a credit against such of the Obligations, whether matured or unmatured, as Lender shall determine in Lender's sole discretion.

(f) Borrowers shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and documents as Lender may request to vest in and assure to Lender its rights hereunder or in any of the Collateral, including, without limitation, placing legends on Collateral stating that Lender has a security interest therein.

(g) Borrowers shall cooperate with Lender to obtain and keep in effect one or more control agreements in covering its deposit accounts with Lender.

(h) Borrowers authorize Lender to file financing statements covering the Collateral containing such legends as Lender shall deem necessary or desirable to protect Lender's interest in the Collateral. Borrowers agree to pay all taxes, fees and costs (including attorneys' fees) paid or incurred by Lender in connection with the preparation, filing or recordation thereof.

(i) Whenever required by Lender, Borrowers shall promptly deliver to Lender, with all endorsements and/or assignments required by Lender, all instruments, writings, records, and the like received by Borrowers constituting, evidencing or relating to any of the Collateral or proceeds of any of the Collateral.

(j) Borrowers shall not file any amendments, correction statements, or termination statements concerning the Collateral without the prior written consent of Lender.

(k) If any Collateral arises out of a contract with the United States Government or any department, agency or instrumentality thereof, Borrowers shall immediately notify Lender thereof and shall execute and deliver to Lender specific assignments, of those contracts and the related United States Government accounts of Borrowers and shall do such other things as may be satisfactory to Lender in order that all sums due and to become due to Borrowers under such contract shall be duly assigned to Lender in accordance with the Federal Assignment of Claims Act (31 United States Code § 3727; 41 United States Code § 15) as in effect on the date hereof and as hereafter amended and/or any other applicable laws and regulations relating to the assignment of governmental obligations.

(l) Borrower shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and documents as Lender may request to vest in and assure to Lender its rights hereunder or in any of the Collateral, including,

without limitation, placing legends on Collateral stating that Lender has a security interest therein.

3.3. Collateral Collections. After an Event of Default shall have occurred, Lender shall have the right at any and all times to enforce Borrowers' rights against account debtors and other parties obligated on Collateral, including, but not limited to, the right to: (a) notify and/or require Borrowers to notify any or all account debtors and other parties obligated on Collateral to make payments directly to Lender or in care of a post office lock box under the sole control of Lender established at Borrowers' expense subject to Lender's customary arrangements and charges therefor, and to take any or all action with respect to Collateral as Lender shall determine in its sole discretion, including, without limitation, the right to demand, collect, sue for and receive any money or property at any time due, payable or receivable on account thereof, compromise and settle with any person liable thereon, and extend the time of payment or otherwise change the terms thereof, without incurring liability or responsibility to Borrowers; (b) require Borrowers to segregate and hold in trust for Lender and, on the day of Borrowers' receipt thereof, transmit to Lender in the exact form received by Borrowers (except for such assignments and endorsements as may be required by Lender), all cash, checks, drafts, money orders and other items of payment constituting Collateral or proceeds of Collateral. Lender's collection and enforcement against account debtors and other persons obligated thereon shall be deemed to be commercially reasonable if Lender exercises the care and follows the procedures that Lender generally applies to the collection of obligations owed to Lender. All cash and non-cash proceeds of the Collateral may be applied by Lender upon Lender's actual receipt of cash proceeds against such of the Obligations, matured or unmatured, as Lender shall determine in Lender's sole discretion.

3.4. Care of Collateral. Borrowers shall have all risk of loss of the Collateral. Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, to collect or enforce any of its rights against, the Collateral, to collect any income accruing on the Collateral, or to preserve rights against account debtors or other parties with prior interests in the Collateral. If Lender actually receives any notices requiring action with respect to Collateral in Lender's possession, Lender shall take reasonable steps to forward such notices to Borrowers. Borrowers are responsible for responding to notices concerning the Collateral. Lender's sole responsibility is to take such action as is reasonably requested by Borrowers in writing, however, Lender is not responsible to take any action that, in Lender's sole judgment, would affect the value of the Collateral as security for the Obligations adversely. While Lender is not required to take certain actions, if action is needed, in Lender's sole discretion, to preserve and maintain the Collateral, Borrowers authorize Lender to take such actions, but Lender is not obligated to do so.

3.5. Cross Collateral. Borrowers and each of them herein stipulate, acknowledge and agree that all Collateral secures all Notes and all Loan Documents.

3.6 Certificate of Deposit Number 25658. NKYNG and Lender are currently parties to that certain Collateral Pledge Agreement dated July 31, 2014, whereby NKYNG pledged all of its right, title, and interest in that certain Certificate of Deposit numbered 25658 held by Lender (the "CD") to secure Note G. If applicable, on a quarterly basis, Lender hereby agrees that the

amount held by Lender with respect to the CD will be reduced to an amount which equals one half of the principal balance of Note G. For the avoidance of doubt, Lender acknowledges that the CD only secures Note G.

4. REPRESENTATIONS AND WARRANTIES

To induce Lender to enter into this Agreement, Borrowers represent and warrant to Lender that:

4.1. State of Incorporation and Legal Name. Each Borrower's state of incorporation or formation and exact legal name are as set forth in the first paragraph of this Agreement.

4.2. Good Standing. Borrowers are individuals or duly organized business organizations, legally existing and in good standing under the laws of the State of their organization, have the power to own their property, and to carry on their businesses, and are duly qualified to do business, and are in good standing in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary.

4.3. Authority. Each of the Borrowers has the full power and authority to enter into this Agreement, to make the borrowings hereunder, to execute and deliver all documents and instruments required hereunder, and to incur and perform the obligations provided for herein, all of which have been duly authorized by all necessary and proper corporate and other action, and no consent or approval of any person, including, without limitation, members or stockholders of Borrowers and any public authority or regulatory body, which has not been obtained is required as a condition to the validity or enforceability hereof or thereof.

4.4. Binding Agreements. This Agreement has been duly and properly executed by each of the Borrowers, constitutes the valid and legally binding obligation of each of the Borrowers, and is fully enforceable against each of the Borrowers in accordance with its terms, subject only to laws affecting the rights of banks generally and application of general principles of equity.

4.5. No Conflicting Agreements. The execution, delivery and performance by Borrowers of this Agreement and the borrowings hereunder will not (a) violate (i) any provision of law or any order, rule or regulation of any court or agency of government, (ii) any award of any arbitrator, (iii) the Bylaws or Operating Agreements of Borrowers or (iv) any indenture, contract, agreement, mortgage, deed of trust or other instrument to which Borrowers are a party or by which Borrowers or any of their property is bound, or (b) be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a material default under, any such award, indenture, contract, agreement, mortgage, deed of trust or other instrument, or result in the creation or imposition of any Lien upon any of the property or assets of Borrowers except for Liens created in favor of Lender under or pursuant to this Agreement.

4.6. Litigation. Except as disclosed to Lender in writing, there are no judgments,

injunctions or similar orders or decrees, claims, actions, suits or proceedings pending or, to the knowledge of Borrowers, threatened against or affecting Borrowers or any property of Borrowers, at law or in equity, by or before any court or any federal, State, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could result in any material adverse change in the business, operations, prospects, properties or in the condition, financial or otherwise, of Borrowers, and Borrowers are not, to Borrowers' knowledge, in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court or any federal, State, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could have a material adverse effect on Borrowers.

4.7. Financial Condition. The financial statements of Borrowers heretofore delivered to Lender are true and complete in all material respects, fairly present the financial condition of Borrowers as at such dates and the results of its operations for the period then ended and were prepared in accordance with GAAP applied on a consistent basis for prior periods. There is no Indebtedness of Borrowers as of the date of such statements which is not reflected therein and no material adverse change in Borrowers' financial condition has occurred since the date of such statements.

4.8. Taxes. Borrowers have paid or caused to be paid all federal, State and local taxes to the extent that such taxes have become due and has filed or caused to be filed all federal, State and local tax returns which are required to be filed by Borrowers.

4.9. Title to Properties. Borrowers have good and marketable title to all of their properties and assets (including the Collateral).

4.10. Place of Business. Borrowers have only such business locations as disclosed to Lender prior to the date hereof. Borrowers will not change the location of the Business Premises or open additional business locations (other than those locations heretofore disclosed to Lender) without Lender's prior written consent, which shall not be unreasonably withheld.

4.11. Financial Information. All financial statements, schedules, reports and other information supplied to Lender by or on behalf of Borrowers heretofore and hereafter are and will be true and complete.

4.12. Licenses and Permits. Borrowers have duly obtained and now holds all licenses, permits, certifications, approvals and the like required by federal, State and local laws of the jurisdictions in which Borrowers conduct their business, and each remains valid and in full force and effect.

4.13. Certain Indebtedness. Other than that certain loan from NALLC to [REDACTED] in the original amount of \$160,000 (the "[REDACTED] Loan"), there is no indebtedness of Borrowers owing to any employee, officer, stockholder or director of Borrowers other than accrued salaries, commissions and the like.

4.14. Outstanding Indebtedness. Borrowers have no outstanding Indebtedness except as described to Lender in writing prior to the date hereof and there exists no default under the provisions of any instrument evidencing such Indebtedness or under the provisions of any agreement relating thereto.

4.15. Regulation U. Borrowers do not own or presently intend to acquire any “margin stock” as defined in Regulation U (12 CFR Part 221) of the Board of Governors of the Federal Reserve System. None of the proceeds of any of the Loan hereunder will be used, directly or indirectly, for the purpose of purchasing or carrying any margin stock or for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry a margin stock or for any other purpose which might constitute this transaction a “purpose credit” within the meaning of Regulation U. Neither Borrowers nor any agent acting on their behalf have taken or will take any action which might cause this Agreement to violate Regulation U or any other regulation of the Board of Governors of the Federal Reserve System or to violate the Securities Exchange Act of 1934, in each case as in effect now or as the same may hereafter be in effect.

4.16. Patents, Trademarks, etc. Borrowers own, possess or have the right to use all necessary patents, patent rights, licenses, trademarks, trade names, trade name rights, copyrights and franchises to conduct their business as now conducted, without any known conflict with any patent, patent right, license, trademark, trademark rights, trade name right, trade name, copyright or franchise right of any other person.

4.17. Perfection and Priority of Collateral. Lender has or upon proper recording of any financing statement, execution of any control agreement or delivery of Collateral to Lender’s possession, will have and will continue to have as security for the Obligations, a valid and perfected Lien on and security interest in all Collateral free of all other Liens, claims and rights of third parties whatsoever except Permitted Liens.

4.18. Commercial Purpose. The Loan is not a “consumer transaction” as defined in the Uniform Commercial Code and none of the Collateral was or will be purchased or held primarily for personal, family or household purposes.

4.19. Survival; Updates of Representations and Warranties. All representations and warranties contained in or made in connection with this Agreement and the other Loan Documents shall survive the Closing and any advance made hereunder. Lender acknowledges and agrees that any and all representations and warranties contained in or made under or in connection with this Agreement may be amended, changed or otherwise modified by Borrowers, with the consent of Lender, at any time and from time to time after the Closing so as to accurately reflect the matters represented and warranted therein; provided, that such amendments, changes and/or modifications are disclosed in writing to and approved by Lender. Lender shall have no obligation to waive any Event of Default due to any present or future inaccuracy of such representation or warranty or to agree to any amendment, change, or modification of such representation or warranty.

4.20. Easements – Continuing Validity. To the Borrower’s knowledge, each Easement owned by Borrowers is valid, existing and enforceable; there has not been, and there

currently is not any event (with or without notice, lapse of time, or both with respect thereto) that would result in the termination, impairment, or limitation of any such Easement; no future payments of any kind are due under any Easement in order to maintain its existence; each Easement is perpetual; and the continuation, validity, and enforceability of each Easement will not be disturbed by the transaction contemplated herein.

5. CONDITIONS OF LENDING

Unless Lender shall otherwise agree, Lender shall have no obligation to advance any funds to Borrowers hereunder unless each of the following conditions precedent shall be satisfied as provided below:

5.1. Documents. There shall have been delivered to Lender, appropriately completed and duly executed (when applicable), the following, each in form and substance satisfactory to Lender:

(a) Note A, Note B, Note C, Note D, Note F, Note G, Note J, Note K, Note L, this Agreement, the Second Amended and Restated Loan Guaranty Agreements, the Guarantor's Consent and Confirmation, and the Mortgages.

(b) Resolutions from the Borrowers in form and content acceptable to Lender authorizing Borrowers to enter into the Loans.

(c) Certificate of Good Standing of each non-individual Borrower issued by the State of organization.

(d) Evidence satisfactory to Lender that all insurance coverages and all insurance clauses or endorsements required pursuant to this Agreement and the Loan Documents are in effect, together with copies of all insurance policies and endorsements.

5.2. No Default. At Closing and at the time of every subsequent advance upon Note B, Note F, Note J, Note K, or Note L, Lender shall be fully satisfied that (a) all of the covenants, conditions, warranties and representations set forth herein and in the Loan Documents have been complied with and are true and complete on and as of such time with the same effect as though such covenants, conditions, warranties and representations had been made on and as of such time, (b) no Event of Default nor any event which, upon the giving of notice and/or the lapse of time, could constitute an Event of Default shall have occurred, and (c) the documents and matters required to be executed, delivered, opined and/or Certified pursuant to Subsection 5.1 hereof shall be in full force and effect and/or true and complete, as the case may be.

5.3. Legal Matters. At Closing, all legal matters in connection therewith or incidental thereto shall be fully satisfactory to Lender's counsel.

6. AFFIRMATIVE COVENANTS

Borrowers covenant and agree with Lender that, until (a) all Obligations have been paid in full, (b) there exists no commitment by Lender which could give rise to any Obligations, and (c) all appropriate termination statements have been filed terminating the security interest granted Lender hereunder, Borrowers will:

6.1. Financial Statements:

(a) Annual Statements. (i) **Borrowers.** As soon as available, and in any event within one hundred twenty (120) days after the end of each fiscal year, the Borrowers shall provide to Lender complete annual reviewed consolidated financial statements (consisting of a balance sheet, income statement, cash flow statements, accounts receivable aging, accounts payable aging, and a schedule of notes payable with a description of the debt, note terms, and payment amounts), all in form and scope acceptable to Lender. These financial statements shall include accounts wherever maintained as of the end of such fiscal year. Said review shall be performed by a Certified Public Accountant firm acceptable to Lender. (ii) **Guarantors.** Within one hundred twenty (120) days after the end of each calendar year, the Guarantors shall provide to Lender their respective complete financial statements (consisting of a balance sheet, income statement and net worth statement), all in form acceptable to Lender.

(b) Quarterly Financial Statements. Within sixty (60) days of each calendar quarter end, Borrowers shall provide to Lender complete certified consolidated financial statements (consisting of a balance sheet, income statement, cash flow statement, accounts receivable aging, and accounts payable aging, and a schedule of notes payable with a description of the debt, note terms, and payment amounts, all in form and scope acceptable to Lender). The financial statements shall include accounts wherever maintained as of the end of such fiscal quarter. The financial statements shall be certified by Borrower to be accurate and complete.

(c) Tax Returns. Within thirty (30) days of the tax submittal deadline each Borrower and Guarantor shall provide to Lender a copy of their respective filed federal income tax return (with all schedules) for the prior calendar year. If extensions are filed said filer shall provide to Lender a copy of the extension applications.

(d) Monthly Account Receivable Aging Report. Within thirty (30) days of each month-end, Borrowers shall provide to Lender a complete accounts receivable aging report.

(e) Annual Customer Report. Upon request of Lender, but in no event less often than annually, within one hundred twenty (120) days of the end of each fiscal year, Borrowers shall provide to Lender a complete Customer Report consisting of customer account numbers, names, addresses, further indicating whether the account is delinquent, and if so further detailing the delinquency, to the extent it will not violate the Oklahoma

Corporation Commission's customer privacy limitations.

(f) Equipment Report. Upon request of Lender, but in no event less often than annually, within one hundred twenty (120) days of the end of each fiscal year, Borrowers shall provide to Lender a complete Equipment Report consisting of all machinery, equipment, and rolling stock owned by Borrowers.

(g) Additional Financial Reports. Upon request of Lender, Borrowers shall provide Financial Statements of any or all companies owned or managed by Borrowers in such form and substance and at such times as requested by Lender.

(h) Subordinated Indebtedness or Obligations: With the exception of the [REDACTED] Loan, until payment in full of the Loans, NUC, FCFA, NALLC, NWLLC, NTNNG, NTXU and NKYNG shall not repay any indebtedness or obligation to any stockholder, owner, officer, or affiliate without the consent of Lender.

(i) Other Information. Such other information concerning the business affairs of the Borrowers or others as the Lender might request from time to time.

6.2. Taxes. Pay and discharge all taxes, assessments and governmental charges upon Borrowers, their income and properties, prior to the date on which penalties attach thereto unless and to the extent only that the same are being diligently contested by Borrowers in good faith in the normal course of business by appropriate proceedings, provided, however, that: (a) Lender shall have been given reasonable prior written notice of intention to contest; (b) nonpayment of the same will not, in Lender's sole discretion, materially impair any of the Collateral or Lender's rights or remedies with respect thereto or the prospect for full and punctual payment of all of the Obligations; (c) Borrowers at all times effectively stays or prevents any official or judicial sale of or action or filing against any of the Collateral by reason of nonpayment of the same; and (d) Borrowers establishes reasonable reserves for any liabilities being contested and for expenses arising out of such contest.

6.3. Corporate Existence, Continuation of Business and Compliance with Laws. Maintain its corporate existence in good standing; continue its business operations as now being conducted; and comply with all applicable federal, State and local laws, rules, ordinances, regulations and orders unless and to the extent only that the validity or applicability thereof is being diligently contested by Borrowers in good faith by appropriate proceedings, provided, however, that: (a) Lender shall have been given reasonable prior written notice of intention to contest; (b) such noncompliance will not, in Lender's sole discretion, materially impair any of the Collateral or Lender's rights or remedies with respect thereto or the prospect for full and punctual payment of all of the Obligations; (c) Borrowers at all times effectively stays or prevents any official or judicial sale of or action or filing against any of the Collateral by reason of such noncompliance; and (d) Borrowers establishes reasonable reserves for any liabilities or expenses which may arise out of such noncompliance and contest.

6.4. Extraordinary Loss. Promptly notify Lender in writing of any event causing

extraordinary loss or depreciation of the value of Borrowers' assets (whether or not insured) and the facts with respect thereto.

6.5. **Books and Records.** Keep and maintain proper and current books and records in accordance with GAAP and permit access by Lender to, reproduction by Lender of and copying by Lender from, such books and records during normal business hours. All reasonable costs and expenses of such inspections and examinations shall be paid by Borrowers.

6.6. **Conferences with Officers.** Permit Lender to discuss Borrowers' affairs, finances, and accounts with any officers of Borrowers.

6.7. **Maintenance of Properties.** Maintain all properties and improvements necessary to the conduct of its business in good working order and condition, ordinary wear and tear excepted, and cause replacements and repairs to be made when necessary for the proper conduct of its business.

6.8. **Patents, Franchises, etc.** Maintain, preserve and protect all licenses, patents, franchises, trademarks, and trade names of Borrowers or licensed by Borrowers which are necessary to the conduct of the business of Borrowers as now conducted, free of any conflict with the rights of any other person.

6.9. **Insurance.** Maintain with duly licensed insurers and in amounts satisfactory to Lender such insurance on Borrowers' tangible personal property against such risks and with such loss deductible amounts as may be satisfactory to Lender.

6.10. **Evidence of Insurance.** Deliver to Lender from time to time, and periodically if Lender shall so require, evidence satisfactory to Lender that all insurance and endorsements required pursuant to this Agreement and the Loan Documents are in effect.

6.11. **Further Assurances and Corrective Instruments.** Promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, to Lender from time to time such supplements hereto and such financing statements and other instruments and documents as may be requested by Lender to protect and preserve the Collateral, Lender's security interest therein, perfection of Lender's security interest and/or Lender's rights and remedies hereunder.

6.12. **Financial Information.** Deliver to Lender promptly upon Lender's request, and periodically if Lender shall so require, such written statements, schedules or reports (which shall be Certified if required by Lender) in such form, containing such information and accompanied by such documents as may be satisfactory to Lender from time to time concerning the Collateral, Borrowers' financial condition or business operations or any other matter or matters, including, without limitation, copies of federal, State and local tax returns of Borrowers, and permit Lender, its agents and designees, to discuss Borrowers' financial condition and business operations with Borrowers' officers and employees.

6.13. **Notice of Event of Default.** Immediately notify Lender in writing of the

occurrence of any Event of Default or any event or existing condition which, with the giving of notice and/or the lapse of time, could constitute an Event of Default or which might materially and adversely affect the financial conditions or operations of Borrowers and the facts with respect thereto.

6.14. **ERISA.** (a) At all times maintain its employee pension benefit plans, if any, as that term is defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), in conformity with all applicable provisions of ERISA and other federal and State statutes relating to employee benefit plans; (b) at all times make prompt payments of contributions required to meet the minimum funding standards set forth in Sections 302 and 305 of ERISA with respect to each such plan; (c) if requested by Lender, promptly after the filing thereof, furnish to Lender copies of each annual report required to be filed pursuant to Section 103 of ERISA in connection with each such plan for each plan year, including any certified financial statements or actuarial statements required pursuant to said Section 103; (d) notify Lender immediately of any fact, including, without limitation, any "Reportable Event" (as that term is defined in Section 4043(b) of ERISA) arising in connection with any such plan which might constitute grounds for the termination thereof by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a trustee to administer the plan; and (e) furnish to Lender, promptly upon its request therefor such additional information concerning any such plan as Lender may request.

6.15. **Field Audits.** Lender may, as it deems necessary, conduct audits of Borrowers' business.

6.16. **Continuance of Business.** Continue to operate the business as set forth in Borrowers' loan application to Lender and not to acquire or operate any non-energy infrastructure business enterprise without Lender's prior consent.

6.17. **Proceeds.** Use of the proceeds of advances hereunder only for the purposes set forth herein and to pay the costs, expenses and fees payable by Borrowers under this Agreement and the other Loan Documents.

6.18. **Hazardous Materials: Contamination.** Borrowers agrees to, (a) promptly take action to comply with any Laws requiring the removal, treatment or disposal of Hazardous Materials or Hazardous Materials Contamination and provide Lender with satisfactory evidence of such action, which action must be in all respects sufficient to avoid any penalty, assessment or notice of non-compliance with any required remedial or corrective action on the part of any Governmental Authority; (b) provide Lender, within 30 days after a demand by Lender, with a bond, letter of credit or similar financial assurance evidencing to Lender's reasonable satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of Hazardous Materials described in item (a) or Hazardous Materials Contamination and discharging any Lien which may be established as a result thereof on any property owned or controlled by Borrowers or for which Borrowers are responsible; and (c) defend, indemnify and hold harmless Lender and its employees, trustees, successors and assigns from any and all claims which may now or in the future (whether before or after the termination of this Agreement) be asserted as a result of the presence of any Hazardous

Materials on any property owned or controlled by Borrowers or for which Borrowers are responsible for any Hazardous Materials Contamination.

6.19. **Lender as Depository.** Borrowers shall maintain Lender as its principal depository for deposits and other commercial accounts.

6.20. **Minimum Debt Coverage Ratio.** Borrowers shall maintain a minimum Debt Coverage Ratio ("DCR") of 1.15. DCR will be defined as ((Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA") minus (-) Distributions) divided by (Current Maturities Long Term Debt ("CMLTD") plus (+) interest)). Distributions shall include dividends, loans or other payments made to members or related entities and parties. Within forty-five (45) days of March 31, 2018, and within forty-five (45) days of each calendar quarter thereafter, Lender will test Borrowers' DCR using Borrowers' internally prepared financial statements for the trailing 12 months.

7. **NEGATIVE COVENANTS**

Borrowers covenant and agree with Lender that, until (a) all Obligations have been paid in full and (b) there exists no commitment by Lender which could give rise to any Obligations, Borrowers will not, directly or indirectly, without Lender's prior written consent:

7.1. **Indebtedness.** Create, incur, assume or permit to exist, directly or indirectly, any Indebtedness except: (a) Indebtedness to Lender; (b) trade indebtedness (which shall not include any borrowing, or notes given in settlement of trade indebtedness) incurred in the ordinary course of business and not in dispute or more than thirty days past due; (c) existing Indebtedness previously disclosed by Borrowers to Lender in writing; (d) Indebtedness for the purchase of equipment; (e) Debt of one Borrower to another Borrower; and (f) Indebtedness which shall be consented to by Lender in writing in advance, in Lender's sole but reasonable discretion, and if required by Lender, subordinated to the Obligations by a written agreement satisfactory to Lender in form and substance.

7.2. **Liens.** Except for Permitted Liens, create, incur, assume, or permit to exist, directly or indirectly, any Lien upon any of the Collateral.

7.3. **Merger.** Enter into or be a party to any merger, consolidation, reorganization, or exchange of stock or assets.

7.4. **Sale of Assets, etc.** Sell, assign, transfer, convey or lease any interest in all or any substantial part of its property except in the ordinary course of Borrowers' businesses as now being conducted.

7.5. **Investments.** Make any capital contribution to any other person or purchase or acquire a beneficial interest in any stock, securities or evidences of Indebtedness of, or make any investment or acquire any interest in, any other person, except investments in federally insured certificates of deposit, investments in direct obligations of the United States of America maturing within one year from the date of acquisition or investments as follows:

7.5.1 Investments existing on the Closing Date;

7.5.2 Advances to officers, directors and employees of the Borrowers in an aggregate amount not to exceed \$100,000.00 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes;

7.5.3 Investments of a Borrower in another Borrower;

7.5.4 Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss; and

7.5.5 Other investments (including acquisitions) not exceeding \$200,000 in the aggregate in any fiscal year.

7.6. Subsidiaries. Within the State of Oklahoma, organize or cause to exist any Subsidiaries without Lender's prior written consent, which consent may be conditioned, without limitation, upon the granting by such Subsidiary of a guarantee of payment of the Note and all other indebtedness of Borrowers to Lender. Lender shall have the right at any time and from time to time at its sole discretion to require any existing Subsidiaries to guarantee the Obligations.

7.7. Change of Name. Change the name of any of the Borrowers.

7.8. ERISA Compliance. Engage in any "prohibited transaction" (as defined in Section 406 or Section 2003(a) of ERISA and not otherwise exempted under Title I, Part 4 of ERISA), any "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived, or terminate any pension plan in a manner which could result in the imposition of a Lien on the property of Borrowers pursuant to Section 4068 of ERISA.

7.9. Sale of Stock. Sell, convey, transfer, assign, pledge or otherwise encumber any of the stock or membership interests of any of the Borrowers to any person. However, the transfer of stock or membership interests between and/or among shareholders and/or members of Borrowers shall be permitted.

7.10. Loans and Guaranties. Make advances to any other person or guarantee, indorse or otherwise be or become liable or contingently liable in connection with the obligations or Indebtedness of any other person, firm or corporation, directly or indirectly, except:

(i) as an endorser of negotiable instruments for the payment of money deposited to Borrowers' Lender account for collection in the ordinary course of business;

(ii) trade credit extended in the ordinary course of Borrowers' business; or

(iii) advances made in the usual course of business to officers and employees of Borrowers for travel and other out-of-pocket expenses incurred by them on behalf of Borrowers in connection with such business.

8. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an "Event of Default":

8.1. Failure to Pay. The failure of Borrowers to pay any of the Obligations as and when due and payable (whether by acceleration, declaration, extension or otherwise).

8.2. Covenants and Agreements. The failure of Borrowers to perform, observe or comply with any of the covenants of this Agreement or any of the Loan Documents.

8.3. Information, Representations, and Warranties. If any material representation or warranty made herein or if any material information contained in any financial statement, application, schedule, report or any other document given by Borrowers, or by any person in connection with the Obligations, with the Collateral, or with any of the Loan Documents is not in all material respects true and accurate or if Borrowers, or such other person omitted to state any material fact or any fact necessary to make such information not misleading.

8.4. Default under Loan Documents. The occurrence of an Event of Default under any of the Loan Documents constitutes a default under all Loan Documents.

8.5. Default on Other Obligations. The occurrence of any default under any other borrowing if the result of such default would permit the acceleration of the maturity of any note, loan or other agreement between Borrowers and any person other than Lender but only if said default is not cured within ninety (90) days after the other persons' acceleration of said obligation.

8.6. Insolvency. Borrowers shall be or become insolvent (as defined in Section 101 of the United States Bankruptcy Code) or unable to pay their debts as they become due, or admit in writing to such insolvency or to such inability to pay their debts as they become due.

8.7. Involuntary Bankruptcy. There shall be filed against any of the Borrowers an involuntary petition or other pleading seeking the entry of a decree or order for relief under the United States Bankruptcy Code or any similar federal or state insolvency or similar laws ordering: (a) the liquidation of any of the Borrowers, or (b) a reorganization of any of the Borrowers, or the business and affairs of any of the Borrowers, or (c) the appointment of a receiver, liquidator, assignee, custodian, trustee or similar official for Borrowers, any Guarantor or other Obligor of the property of Borrowers, the Guarantor or such Obligor and the failure to have such petition or other pleading denied or dismissed within 45 calendar days from the date of filing.

8.8. Voluntary Bankruptcy. The commencement by Borrowers or any of the m of a voluntary case under the federal Bankruptcy laws or any federal or state insolvency or similar

laws or the consent by Borrower, or any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official of any of the property of any of the Borrowers, or the making by any of the Borrowers of an assignment for the benefit of Lenders, or the failure by any of the Borrowers generally to pay their debts as the debts become due.

8.9. **Judgments, Awards.** The entry of any judgment, order, award or decree against any of the Borrowers, and a determination by Lender, in good faith that the same, when aggregated with all other judgments, orders, awards and decrees outstanding against any of the Borrowers could have a material adverse effect on the prospect for Lender to fully and punctually realize the full benefits conferred upon Lender by this Agreement.

8.10. **Injunction.** The injunction or restraint of any of the Borrowers in any manner from conducting its business in whole or in part and a determination by Lender, in good faith that the same could have a material adverse effect on the prospect for Lender to fully and punctually realize the full benefits conferred upon Lender by this Agreement.

8.11. **Attachment by Lenders.** Any assets of any of the Borrowers shall be attached, levied upon, seized or repossessed, or come into the possession of a trustee, receiver or other custodian and a determination by Lender, in good faith, that the same could have a material adverse effect on the prospect for Lender to fully and punctually realize the full benefits conferred upon Lender by this Agreement.

8.12. **Dissolution, Merger, Consolidation, Reorganization.** The voluntary or involuntary dissolution, merger, consolidation, winding up, or reorganization of any of the Borrowers or the occurrence of any action preparatory thereto.

8.13. **Adverse Change in Financial Condition.** The determination in good faith by Lender that a material adverse change has occurred in the financial condition of any of the Borrowers from the conditions set forth in the most recent financial statement of said Borrower, heretofore furnished to Lender or from the financial condition of any of the Borrower or any Guarantor as heretofore most recently disclosed to Lender in any other manner.

8.14. **Adverse Change in Value of Collateral.** The determination in good faith by Lender that the security for the Obligations is or has become inadequate.

8.15. **Prospect of Payment or Performance.** The determination in good faith by Lender that the prospect for payment or performance of any of the Obligations is impaired for any reason.

9. **RIGHTS AND REMEDIES**

9.1. **Rights and Remedies of Lender.** Upon and after the occurrence of an Event of Default, Lender may exercise in any jurisdiction in which enforcement hereof is sought, the following rights and remedies, in addition to the rights and remedies available to Lender under the Loan Documents, the rights and remedies of a secured party under the Uniform Commercial Code

and all other rights and remedies available to Lender under applicable law, all such rights and remedies being cumulative and enforceable alternatively, successively or concurrently provided, however, that in the case of any Event of Default referred to in Sections 8.6, 8.7 and 8.8 above the unpaid principal balance of the Notes, together with all accrued and unpaid interest and all other Obligations then outstanding shall be automatically due and payable by Borrowers to Lender without notice, presentment or demand:

(a) Declare the Notes, all interest accrued and unpaid thereon and all other Obligations to be immediately due and payable and the same shall thereupon become immediately due and payable without presentment, demand for payment, protest or notice of any kind, all of which are hereby expressly waived.

(b) Institute any proceeding or proceedings to enforce the Obligations and any Liens of Lender.

(c) Take possession of the Collateral, and for that purpose, so far as Borrowers may give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom without any liability for suit, action or other proceeding, **BORROWERS HEREBY WAIVING ANY AND ALL RIGHTS TO PRIOR NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF COLLATERAL**, and require Borrowers, at Borrowers' expense, to assemble and deliver the Collateral to such place or places as Lender may designate.

(d) Operate, manage and control the Collateral (including use of the Collateral and any other property or assets of Borrowers in order to continue or complete performance of Borrowers' obligations under any contracts of Borrowers), or permit the Collateral or any portion thereof to remain idle or store the same, and collect all rents and revenues therefrom and sell or otherwise dispose of any or all of the Collateral upon such terms and under such conditions as Lender, in its sole discretion, may determine, and purchase or acquire any of the Collateral at any such sale or other disposition, all to the extent permitted by applicable law.

(e) Enforce Borrowers' rights against any account debtors and other obligors.

(f) Cease making advances under any of the Notes and under any other commitments or credit accommodations of Lender to any of the Borrowers and stop and retract the making of any advance hereunder or thereunder which may have been requested by any of the Borrowers.

9.2. Power of Attorney. Effective upon the occurrence of an Event of Default, each of the Borrowers hereby designate and appoint Lender and its designees as attorney-in-fact of said Borrowers, irrevocably and with power of substitution, with authority to endorse the respective Borrower's name on any notes, acceptances, checks, drafts, money orders, instruments or other evidences of payment or proceeds of the Collateral that may come into Lender's possession; to execute proofs of claim and loss; to adjust and compromise any claims under insurance policies; and

to perform all other acts necessary and advisable, in Lender's sole discretion, to carry out and enforce this Agreement and the Loan Documents. All acts of said attorney or designee are hereby ratified and approved by each of the Borrowers and said attorney or designee shall not be liable for any acts of commission or omission nor for any error of judgment or mistake of fact or law. This power of attorney is coupled with an interest and is irrevocable so long as any of the Obligations remain unpaid or unperformed or there exists any commitment by Lender which could give rise to any Obligations.

9.3. **Notice of Disposition of Collateral.** It is mutually agreed that commercial reasonableness and good faith require Lender to give Borrowers no less than ten (10) days prior written notice of the time and place of any public disposition of Collateral or of the time after which any private disposition or any other intended disposition is to be made. It is mutually agreed that it is commercially reasonable for Lender to disclaim all warranties which arise with respect to the disposition of the Collateral.

9.4. **Costs and Expenses.** Upon the occurrence of an Event of Default, Borrowers agree to pay to Lender on demand the amount of all reasonable expenses paid or incurred by Lender in consulting with counsel concerning any of its rights hereunder, under the Loan Documents or under applicable law, all expenses, including reasonable attorneys' fees and court costs paid or incurred by Lender in exercising or enforcing any of its rights hereunder, under the Loan Documents or under applicable law together with interest on all such expenses paid by Lender at an interest rate of fifteen percent (15%) per annum. The provisions of this Subsection shall survive the termination of this Agreement and Lender's security interest hereunder and the payment of all other Obligations.

10. MISCELLANEOUS

10.1. **Performance for Borrowers.** Each of the Borrowers agree and hereby authorize that Lender may, in Lender's sole discretion, but Lender shall not be obligated to, whether or not an Event of Default shall have occurred, advance funds on behalf of Borrowers, without prior notice to Borrowers, in order to insure Borrowers' compliance with any covenant, warranty, representation or agreement of Borrowers made in or pursuant to this Agreement or any of the Loan Documents, to continue or complete, or cause to be continued or completed, performance of Borrowers' obligations under any contracts of Borrowers, to cover overdrafts in any checking or other accounts of Borrowers at Lender or to preserve or protect any right or interest of Lender in the Collateral or under or pursuant to this Agreement or any of the Loan Documents, including, without limitation, the payment of any insurance premiums or taxes and the satisfaction or discharge of any judgment or any Lien upon the Collateral or other property or assets of Borrowers; provided, however, that the making of any such advance by Lender shall not constitute a waiver by Lender of any Event of Default with respect to which such advance is made nor relieve Borrowers of any such Event of Default. Borrowers shall pay to Lender upon demand all such advances made by Lender with interest thereon at the rate of fifteen percent (15%) per annum. All such advances shall be deemed to be included in the Obligations and secured by the security interest granted Lender hereunder; provided, however, that the provisions of this Subsection shall survive the termination of this Agreement and Lender's security interest hereunder and the payment of all other Obligations.

10.2. Expenses. Whether or not any of the transactions contemplated hereby shall be consummated, Borrowers agree to pay to Lender on demand the amount of all expenses paid or incurred by Lender (including the fees and expenses of its counsel) in connection with the preparation of all written commitments of Lender antedating this Agreement, this Agreement and the Loan Documents and all documents and instruments referred to herein and all expenses paid or incurred by Lender in connection with the filing or recordation of all financing statements and instruments as may be required by Lender at the time of, or subsequent to, the execution of this Agreement, including, without limitation, all documentary stamps, recordation and transfer taxes and other costs and taxes incident to recordation of any document or instrument in connection herewith. Borrowers agree to save harmless and indemnify Lender from and against any liability resulting from the failure to pay any required documentary stamps, recordation and transfer taxes, recording costs or any other expenses incurred by Lender in connection with this Agreement. The provisions of this Subsection shall survive the termination of this Agreement and Lender's security interest hereunder and the payment of all other Obligations.

10.3. Applications of Payments and Collateral. Except as may be otherwise specifically provided in this Agreement, all Collateral and proceeds of Collateral coming into Lender's possession and all payments made by any Obligor may be applied by Lender to any of the Obligations, whether matured or unmatured, as Lender shall determine in its sole but reasonable discretion. Lender may defer the application of non-cash proceeds of Collateral, including, but not limited to, non-cash proceeds collected under **Subsection 3.3** hereof, to the Obligations until cash proceeds are actually received by Lender.

10.4. Waivers by Borrowers. Borrowers hereby waive, to the extent the same may be waived under applicable law: (a) notice of acceptance of this Agreement; (b) all claims, causes of action and rights of Borrowers against Lender on account of actions taken or not taken by Lender in the exercise of Lender's rights or remedies hereunder, under the Loan Documents or under applicable law; (c) all claims of Borrowers for failure of Lender to comply with any requirement of applicable law relating to enforcement of Lender's rights or remedies hereunder, under the Loan Documents or under applicable law; (d) all rights of redemption of Borrowers with respect to the Collateral; (e) in the event Lender seeks to repossess any or all of the Collateral by judicial proceedings, any bond(s) or demand(s) for possession which otherwise may be necessary or required; (f) presentment, demand for payment, protest and notice of non payment and all exemptions; (g) any and all other notices or demands which by applicable law must be given to or made upon Borrowers by Lender; (h) settlement, compromise or release of the obligations of any person primarily or secondarily liable upon any of the Obligations; (i) trial by jury in any action or proceeding of any kind or nature in connection with any of the Obligations, this Agreement or any of the Loan Documents; and (j) substitution, impairment, exchange or release of any Collateral for any of the Obligations. Borrowers agree that Lender may exercise any or all of its rights and/or remedies hereunder, under the Loan Documents and under applicable law without resorting to and without regard to any Collateral or sources of liability with respect to any of the Obligations.

10.5. Waivers by Lender. Neither any failure nor any delay on the part of Lender in exercising any right, power or remedy hereunder, under any of the Loan Documents or under applicable law shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude

any other or further exercise thereof or the exercise of any other right, power or remedy.

10.6. Lender's Setoff. Lender shall have the right, in addition to all other rights and remedies available to it, following an Event of Default, to set off against any Obligations due Lender, any debt owing to any of the Borrowers by Lender, including, without limitation, any funds in any checking or other account now or hereafter maintained by Borrowers at Lender. Borrowers hereby confirm Lender's right to Lender's lien and setoff, and nothing in this Agreement or any of the Loan Documents shall be deemed a waiver or prohibition of Lender's right of Lender's lien and setoff.

10.7. Modifications. No modifications or waiver of any provision of this Agreement or any of the Loan Documents, and no consent by Lender to any departure by Borrowers therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand upon Borrowers in any case shall entitle Borrowers to any other or further notice or demand in the same, similar or other circumstances.

10.8. Notices. Any notice or other communication in connection with this Agreement, if by registered or certified mail, shall be deemed to have been given when received by the party to whom directed, or, if by mail but not registered or certified, when deposited in the mail, postage prepaid, provided that any such notice or communication shall be addressed to a party hereto as provided below (or at such other address as such party shall specify in writing to the other parties hereto):

(a) If to Borrowers, at 3186-D Airway Avenue, Costa Mesa, CA 92626,
Attention: Thomas Hartline, President;

(b) If to Lender, at Lender 7, 1039 N.W. 63rd Street, Oklahoma City, OK
73116 Attention: Jason Estes, Exec. Vice-President.

All notices shall be in writing, may be sent by telefacsimile (unless otherwise required by law) and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or if mailed shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses provided herein.

10.9. Applicable Law and Consent to Jurisdiction. The performance and construction of this Agreement and the Loan Documents shall be governed by the internal laws of the State of Oklahoma. Borrowers agree that any suit, action or proceeding instituted against Borrowers with respect to any of the Obligations, the Collateral, this Agreement or any of the Loan Documents may be brought in any court of competent jurisdiction located in the State of Oklahoma. By its execution hereof, Borrowers hereby irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of the forum or the jurisdiction of such courts or from the execution of judgments resulting therefrom. Borrowers hereby irrevocably accept and submit to the jurisdiction of the aforesaid courts in any such suit, action, or proceeding.

10.10. Survival: Successors and Assigns. All covenants, agreements, representations and warranties made herein and in the Loan Documents shall survive the execution and delivery hereof and thereof, shall survive Closing and shall continue in full force and effect until all Obligations have been paid in full, there exists no commitment by Lender which could give rise to any Obligations and all appropriate termination statements have been filed terminating the security interest granted Lender hereunder. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. In the event that Lender assigns the Note, this Agreement and/or its security interest in the Collateral, Lender shall give written notice to Borrowers of any such assignment. All covenants, agreements, representations, and warranties by or on behalf of Borrowers which are contained in this Agreement and the Loan Documents shall inure to the benefit of Lender, its successors and assigns. Borrowers may not assign this Agreement or any of its rights hereunder without the prior written consent of Lender.

10.11. Severability. If any term, provision or condition, or any part thereof, of this Agreement or any of the Loan Documents shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement and the Loan Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

10.12. Merger and Integration. This Agreement and the attached Schedules (if any) contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by any party hereto, or by any employee, officer, agent or attorney of any party hereto, which is not contained herein shall be valid or binding.

10.13. WAIVER OF JURY TRIAL. BORROWERS HEREBY (a) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (b) WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER AND BORROWERS MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT, ANY OF THE LOAN DOCUMENTS AND/OR ANY TRANSACTIONS, OCCURRENCES, COMMUNICATIONS OR UNDERSTANDINGS (OR THE LACK OF ANY OF THE FOREGOING) RELATING IN ANY WAY TO THE BORROWER-LENDER RELATIONSHIP BETWEEN THE PARTIES. IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS SECURITY AGREEMENT. THIS WAIVER OF JURY TRIAL IS SEPARATELY GIVEN, KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY BORROWERS AND BORROWERS HEREBY AGREE THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. LENDER

IS HEREBY AUTHORIZED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND BORROWERS AND LENDER, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF SUCH WAIVER OF RIGHT TO TRIAL BY JURY. BORROWERS REPRESENT AND WARRANT THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND/OR THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

10.14. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

10.15. **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof.

10.16. **Recitals.** The Recitals hereto are hereby incorporated into and made a part of this Agreement.

[Signature Page Follows]

NAVITAS TEXAS UTILITY, 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

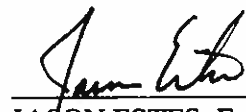
GUARANTORS:


, an individual


, an individual

LENDER:

BANK 7

By: 
JASON ESTES, Exec. Vice-President

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of 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

SCHEDULE 1

Borrowers' Collateral

1. All of each Borrower's interests, if any, now owned or hereafter acquired, in and to the Equipment, Fixtures, Easements, Right-of-Ways, Pipelines, minerals, oil and gas interests, and the Easements and Right-of-ways associated therewith, including the following hereafter described Pipelines, Equipment, Fixtures, Easements, Right-of-ways, minerals, oil and gas, Inventory, and all of any Borrower's right, title, and interest, now owned or hereafter acquired, in and to those certain contracts and/or agreements (accounts) hereafter described, including but not limited to the following:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Fixtures, and Pipelines including but not limited to all office furniture, computers, and all accounts receivable, fixtures, minerals, oil and gas, and oil and gas leasehold interests. For purposes herein, Pipelines shall mean and include all of each Borrower's interest, if any, in and to those gas pipeline systems in the State of Oklahoma or wherever located if and when acquired, associated with the gathering and/or transportation of gas and the delivery of gas or residue gas to purchasers or transporter (as the same may now exist or as may hereafter be extended), including, but not by way of limitation, the Right-Of-Way Properties (as hereinafter defined) and all buildings, structures, attachments, fittings and fixtures, facilities, tools, materials, equipment, machinery, appliances, pipeline, piping, power lines, electrical systems, metering and calibration facilities, compressors, dehydrators, sponge units, instrument and equipment housing, equipment storage facilities, tank, engines, valves, traps, pumps, motors, instruments, fencing, expanders, heat exchangers, chillers, separators, tooling powers, boilers and reboilers, turbines, generators, meters and reabsorbers, flash towers, oil reclaimers, loading racks, injection facilities, accumulators, economizers, fans, condensers and valves, and appurtenances of every nature and kind with said Pipelines. For purposes herein, Right-Of-Way Properties shall mean and include all lands, easements, rights-of-way, leases, surface rights, servitudes, grants, permits, licenses, authorizations, privileges, franchises, consents, prescriptive rights, and other title and interest now or hereafter owned by any Borrower and now or hereafter necessary or useful for the construction and/or operation of the Pipelines. "Collateral" shall also specifically include the following items, to-wit:

- a. **LeAnn Gas System**: All of each Borrower's right, title and interest in and to the following assets:
 - i. The installed natural gas distribution pipelines (mainlines and service lines) owned by FCFA that comprise the LeAnn Gas System and the equipment and apparatus affixed thereto or used in its operation, as further described as follows:

Pipelines and Equipment

The System includes all installed natural gas distribution pipelines (main

lines and services lines) and the equipment or apparatus affixed thereto or used in its operation from the outlet side of the tap to the outlet side of the customer meters.

- ii. All natural gas contained in the System, including any and all line fill;
- iii. All Plans;
- iv. The amount of customer deposits for the provision of natural gas distribution services through the System, plus accrued interest thereon;
- v. All customer accounts and all books and records
- vi. The following accounts receivable (i) the Meter Reading Date Accounts Receivable (defined in the Asset Purchase Agreement) and (ii) the accounts receivable associated with any unpaid invoices for services provided to the System Customers and recorded on Borrowers' books as of the Meter Reading Date.
- vii. The Real Property described as follows:

The Real Property related thereto or used in its operation, including without limitation the following described Real Property:

S 53' of Lot 27, Block 5, Original Ochelata, Washington County, Oklahoma,
and

Southside of Lot 19, Block 107, Shidler, Osage County, Oklahoma

- viii. Easements of record, including specifically the following:

A section of land 20' wide immediately west of the east property line and immediately north of the south property line of property located on the northwest corner of Road 1400 & 3980 in the east ½, South ½, South ½, southeast ¼, Southeast ¼, Section 16, Township 27N, Range 13E, Washington County, Oklahoma.

- b. Pipelines: 2-4" polyethylene pipelines approximately 644 feet and related interconnect facilities located in S23, T-10-N, R-13-W, Caddo County, Oklahoma (Enogex West Tap).
- c. Equipment and Fixtures:
 - i. 12"x3' Peerless Vertical Separator, Model No. 11-112, S/N 6570A and related station piping located on S23, T10N, R13W, Caddo County, Oklahoma (Enogex East Station),

- ii. 16"x5' Lester Moore Vertical Separator, Model No. 151, S/N 14750791 and related station piping located in S26, T10N, R12W, Caddo County, Oklahoma (Enogex East Station),
- iii. 6"x3' Peerless Vertical Separator, Model No. 11-006, S/N 6103A, and related station piping located in S28, T8N, R12W, Caddo County, Oklahoma (TRANSOK Station).

d. **Velma Municipal Gas System:**

- i. Pipelines: thirty nine (39) miles of plastic two inch pipe with 495 services, and all equipment related thereto.
- ii. Equipment and Fixtures:
 - a. John Deere 4600HST serial #LV4600H367576, and attachments
 - b. McElrow fusion machines
 - c. Detectors (excluding H₂S)
- iii. Meters, as follows:
 - 22 each Actaus 250
 - 8 each Lancaster 250
 - 4 each Westinghouse
 - 2 each Rockwell 315
 - 1 each Rockwell 415
 - 1 each Rockwell 1600
 - 1 each Rockwell 3000
 - 1 each Rockwell 5000
- iv. Gas System tooling located at the VPWA yard and service truck (the service truck itself is not included)
- v. Gas system spare parts inventory located at the VPWA yard and service truck.
- vi. Easements over, under, and across the following tracts:

The Easterly most 1 foot of the Southerly most 1 foot of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE SE SW) of Section 13, Township 1 South, Range 5 West, I.M., subject to easements and right-of-way of record, Stephens County, Oklahoma.

and

Beginning at the Southeast corner of Lot 3 in Block 7 of the Wildhorse Addition to the Town of Velma, thence 400 feet in a Westerly direction along the South line of Lot 3, thence South 30 feet, thence East 400 feet, thence North 30 feet, more or less to the point of beginning.

- vii. Pipeline Easement (54-7675) dated February 13, 1992, from Wayne Barry Mills and Sharon Day Mills to Velma Public Works Authority, situated in Stephens County, State of Oklahoma, to-wit:

The East 50 feet of the following described real estate, to-wit: a tract of land beginning 660' West of the NE corner of NE/4 NW/4 of Section 19, T1S, R4W, I.M., Stephens County, Oklahoma, Thence South 0°01'30" East a distance of 660' to a point; thence South 89°48'45" West a distance of 635' to a point 25' E of the SW corner of the NW/4 NE/4 NW/4 of said Section 19, further identified as the East boundary of Quail Drive, High Chaparral Addition, Part 1, to Velma, Stephens County, Oklahoma; thence North 00°00'45" West along the East boundary of said Quail Drive a distance of 90' to a point, thence South 89°48'30" West a distance of 25' to the center line of Quail Drive, thence North 00°00'45" West a distance of 66.12' to a point; Thence in a Northeasterly direction along a curve of the right having a radius of 250' a distance of 106.14 thence North 24°20'16.1" East a distance of 62.71' thence in a Northerly direction along a curve to the left having a radius of 250' a distance of 106.14' thence North 00°00'45" West a distance of 241.12' to a point on the North boundary of said Section 19, thence North 89°49'00" East a distance of 589.52' to the point of beginning, and SW/4 NE/4 NW/4 of Section 19, T1S, R4W, I.M., Stephens County, Oklahoma

- viii. Grant of Easement for Pipeline dated July 30, 1996 from Hazel L. Newman to the Town of Velma, described as follows, to-wit:

Beginning at a point 100 feet West of the Northeast corner of the NE/4 of Section Four (4), Township Two (2) South, Range Four (4) West; Thence due West for a distance of 600 feet; thence due South for a distance of 100 feet; thence due East for a distance of 600 feet; thence due North for a distance of 100 feet to the point of beginning.

- ix. Right-of-way Easement dated January 22, 2008 from James A. Hall to the Town of Velma, described as follows, to-wit:

Right to enter upon the lands situated in Stephens County, State of Oklahoma, and more particularly described as follows: 17 acres located .5 miles in a East direction from the Town of Velma, Oklahoma and in the SE quarter of Section 19, Township 1 South Range 4W.

- e. **Krebs Assets**: all of the assets of the Bankruptcy Estate of Public Gas Co, a/k/a Public Gas Company, a/k/a Public Gas Company, Inc., Case No. 07-80535, United States Bankruptcy Court for the Eastern District of Oklahoma, associated with a natural gas distribution system located in or near Krebs, Oklahoma ("Assets"), including: all rights-of-way; all pipelines; all equipment; all vehicles; all inventory (including inventory of natural gas); all customer lists; all rights under the Contract with Utility Management & Construction Co which was entered into before Bankruptcy with the approval of OCC; and all accounts receivable (whether pre- or post-filing of the Bankruptcy Case No. 07-80535); any claims against third parties relating to the operation of the Assets; and any claims against third parties under the United States Bankruptcy Code. The Assets do include all improvements located upon and under the hereafter described easements located in Pittsburg County, State of Oklahoma, below, in paragraph 6(G) and 6(H).
- f. **LeAnn** is a group of gas distribution systems known by various names as follows:
- i. South Coffeyville, Lenapah, Bowring, L&B and Mullendore segments:
- (a) Union Gas
 - (b) Conner Gas
 - (c) Oklahoma Natural Gas
 - (d) LeAnn Gas
- Ochelata segment:
- (a) Oklahoma Public Service
 - (b) Lucas Gas
 - (c) Raymond Lucas Water & Gas Company
 - (d) LeAnn Gas
- Oglesby segment:
- (a) Lucas Gas
 - (b) Raymond Lucas Water & Gas Company
 - (c) LeAnn Gas
- New Harmony and Dewey segments:
- (a) Lucas Gas
 - (b) LeAnn Gas
- Shidler, Webb City, Town of Osage, Wesport segments:
- (a) Baker Gas
 - (b) Midwest Gas
 - (c) LeAnn Gas
- Mulhall segments:
- (a) Mulhall Natural Gas

- (b) LeAnn Gas
- vii. Pekham segments:
 - (a) Eckert Gas
 - (b) LeAnn Gas
- viii. Nelagony segment:
 - (a) Rural Gas District No. 1, Osage County
 - (b) LeAnn Gas
- g. **Dustin Public Works:**
 - i. All existing materials and equipment owned formerly owned by the Dustin Public Works for the purpose of operating the Dustin Municipal Gas System located in Hughes County, Oklahoma, including the following:
 - (a) spare parts inventory consisting of 1000 feet of 2" poly.
 - (b) spare parts inventory consisting of 500 feet of 1 1/4" poly.
 - ii. Pipelines: ten (10) miles of four inch, two and one half inch, and one and one quarter inch diameter natural gas pipeline from the transmission tap to the outlet side of the meters of Customers, including all above-ground facilities or structures, compressor stations, dehydration stations, and all valves, machinery, equipment, gauges, meters, fixtures, fittings and improvements related thereto.
 - iii. Easements, over and across the following described real property and premises situated in Hughes County, Oklahoma:
 - (a) The South Half of the Northwest Quarter (S/2 NW/4) of Section Nine (9), Township Nine (9) North, Range Twelve (12) East
 - (b) The Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Eight (8), Township Nine (9) North, Range Twelve (12) East, and the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) and the West Twenty-four (24) acres of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) in Section Nine (9), Township Nine (9) North, Range Twelve (12) East
 - (c) The East Half of the Northeast Quarter of the Northwest Quarter (E/2 NE/4 NW/4) less Four (4) acres all in Section Nine (9), Township Nine (9) North, Range Twelve (12) East
 - (d) A gas pipeline easement twenty (20) feet wide, ten (10) feet each side

of a centerline described as Beginning fifty three and one half (53 ½) feet Due East of the SW corner of Section 10, Township 9 North, Range 12 East of I.M. Hughes County, and also being in the north boundary line of Section 15; Thence due north parallel to the west boundary line of the Taylor property for a total distance of 1320 feet to a point fifty three and one half (53 ½) feet east of the northwest corner of the of the SW/4 of the SW/4 of said Section 10

- (e) A gas pipeline easement twenty (20) feet wide, ten (10) feet each side of a centerline described as Beginning ten feet due south of the Grantor's northeast boundary of HWY 9 and in the east boundary of the portion of Grantor's lands in the NW/4 SE/4 laying South of HWY 9; Thence northwesterly parallel to Hwy 9 right-of-way line a distance of approximately 1320 feet to a point on the north boundary line of the said NW/4 and being ten feet southwest of the HWY 9 right-of-way line.

h. **Kinta Public Works Authority:**

- i. Pipelines: four (4) miles of two and one half inch diameter PE pipe with 132 – 1 ¼ inch risers, one tap to an ONG supply point, and all equipment related thereto.

i. **Greenfield Gas System (Texas-Kansas-Oklahoma Gas, LLC):**

All assets sold by Texas Kansas-Oklahoma Gas, LLC to Borrowers or any of them pursuant to the Asset Purchase Agreement dated August , 2008.

j. **Rimrock System (Centerpoint Energy Resources Corp):**

See the Plant and Equipment List attached hereto as Exhibit B.

- k. All of each respective Borrower's interest, if any, in and to the fixtures and equipment, which are or will be located on the property described as follows:

- i. LeAnn: (Osage County and Washington County, Oklahoma)

The LeAnn Gas Company System includes all installed natural gas distribution pipelines (main lines and service lines) and the equipment or apparatus affixed thereto or used in its operation from the outlet side of the tap to the outlet side of the customer meters.

The LeAnn Gas Company System also includes all Real Property related thereto or used in its operation, including without limitation the following

described Real Property:

Tract 1:

A pipeline easement and right-of-way over, under, and across the following described real property and premises:

A Section of Land 20 feet wide immediately west of the east property line and immediately north of the south property line of property located on the northwest corner of road 1400 & 3980 in the East Half (E/2), South Half (S/2), South Half (S/2), Southeast Quarter (SE/4), Southeast Quarter (SE/4), Section 16, Township 27N, Range 13E, Washington County, Oklahoma.

Tract 2:

South 53 feet of Lot 27, Block 5, Original Ochelata, Washington County, Oklahoma

Tract 3:

Southside of Lot 19, Block 107, Shidler, Osage County, Oklahoma

ii. Dustin: (Hughes County, Oklahoma)

Tract 1:

Right-of-way Easement dated July 30, 1974 from Vernon E. Monroe and Blanche Monroe to the Dustin Public Works Authority.

A pipeline easement and right-of-way over, under, and across the following described real property and premises:

The South Half of the Northwest Quarter (S/2 NW/4) of Section Nine (9), Township Nine (9) North, Range Twelve (12) East, Hughes County, Oklahoma.

Tract 2:

Right-of-way Easement dated July 27, 1974 from H.A. Helton and Bessie Helton to the Dustin Public Works Authority.

A pipeline easement and right-of-way over, under, and across the following described real property and premises:

The Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Eight (8), Township Nine (9) North, Range Twelve (12) East, and the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) and the West Twenty-four (24) acres of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) in Section Nine (9), Township Nine (9) North, Range Twelve (12) East, Hughes County, Oklahoma.

Tract 3:

Right-of-way Easement dated July 29, 1974 from Harlan J. Bryant and

Edna M. Bryant to the Dustin Public Works Authority.

A pipeline easement and right-of-way over, under, and across the following described real property and premises:

The East Half of the Northeast Quarter of the Northwest Quarter (E/2 NE/4 NW/4) less four (4) acres all in Section Nine (9), Township Nine (9) North, Range Twelve (12) East, Hughes County, Oklahoma.

Tract 4:

Gas Pipeline Right-of-way Easement dated June 20, 2002, from Patsy R. Taylor and Curtis D. Taylor to the Town of Dustin.

A perpetual pipeline easement and right-of-way over, under, and across the following described real property and premises:

A gas pipeline easement twenty (20) feet wide, ten (10) feet each side of a centerline described as beginning fifty three and one half (53 ½) feet due east of the SW corner of Section 10, Township 9 North, Range 12 East of I.M., Hughes County, and also being in the north boundary line of Section 15; Thence due North parallel to the west boundary line of the Taylor property for a total distance of 1,320 feet to a point fifty three and one half (53 ½) feet east of the northwest corner of the SW ¼ of the SW ¼ of said Section 10.

And

A gas pipeline easement twenty (20) feet wide, ten (10) feet each side of a centerline described as beginning ten feet due south of the Taylor's northeast boundary of HWY 9 and in the east boundary of the portion of the Taylor's lands in the NW/4 SE/4 laying South of HWY 9; Thence northwesterly parallel to the HWY 9 right-of-way line a distance of approximately 1,320 feet to a point on the north boundary line of the said NW/4 and being ten feet southwest of the HWY 9 right-of-way line.

Tract 5:

Gas Pipeline Right-of-way Easement dated June 21, 2002, from Robert Lorton to the Town of Dustin.

A perpetual pipeline easement and right-of-way over, under, and across the following described real property and premises:

A gas pipeline easement twenty (20) feet wide, ten (10) feet each side of a centerline described as beginning fifty three and one half (53 ½) feet due east of the NW corner of Section 15, Township 9 North, Range 12 East of I.M., Hughes County, Oklahoma, and also being in the north boundary line of Section; Thence due south parallel to the west boundary line of the Lorton property for a total distance of 2,620 feet to a point fifty three and one half (53 ½) feet due east of the northwest corner of the SW/4 of said

Section 15, at a point where this gas line easement connects to a pre existing ONEX pipeline traversing the subject property.

iii. **Kinta:** (Haskell County, Oklahoma)

Grant of Right-of-way for the repair, maintenance, operation, replacement, and/or installation of pipelines and other facilities that make up the local gas distribution system with the town limits of Kinta, dated March 31, 2009 from the Kinta Public Works Authority to Borrowers, Haskell County, Oklahoma.

iv. **Velma:** (Stephens County, Oklahoma)

Tract 1:

An Easement located in the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE 4 SE 4 NE 4) of Section 24, Township 1 South, Range 5 West, Stephens County, Oklahoma, to-wit:

Beginning at the Southeast corner of Lot 3 in Block 7 of the Wildhorse Addition to the Town of Velma, thence 400 feet in a Westerly direction along the South line of Lot 3, thence South 30 feet, thence East 400 feet, thence North 30 feet, more or less, to the point of beginning.

Tract 2:

Beginning at a point 100 feet West of the Northeast corner of the NE/4 of Section Four (4), Township Two (2) South, Range Four (4) West; Thence due West for a distance of 600 feet; thence due South for a distance of 100 feet; thence due East for a distance of 600 feet; thence due North for a distance of 100 feet to the point of beginning.

Tract 3:

17 acres located 0.5 miles in a easterly direction from the Town of Velma, Oklahoma, and being in the SE/4 of Section 19, Township 1 South, Range 4 West.

Tract 4:

The East 50 feet of the following described real estate, to-wit: A tract of land beginning 660 feet West of the NE corner of NE/4 NW/4 of Section 19, T1S, R4W, I.M., Stephens County, Oklahoma; thence South 0°01'30" East a distance of 660 feet to a point; thence South 89°48'45" West a distance of 635 feet to a point 25 feet East of the SW corner of the NW/4 NE/4NW/4 of said Section 19, further identified as the East boundary of Quail Drive, High Chaparral Addition, Part 1, to Velma, Stephens County, Oklahoma; thence North 00°00'45" West along the East boundary of said Quail Drive a distance

of 90 feet to a point; thence South 89°48'30" West a distance of 25 feet to the center line of Quail Drive; thence North 00°00'45" West a distance of 66.12 feet to a point; thence in a Northeasterly direction along a curve of the right having a radius of 250 feet a distance of 106.04 feet; thence North 24°20'16.1" East a distance of 62.71 feet thence in a Northerly directly along a curve to the left having a radius of 250 feet a distance of 106.14 feet thence North 00°00'45" West a distance of 241.12 feet to a point on the North boundary of said Section 19; thence North 89°49'00" East a distance of 589.52 feet to the point of beginning; and SW/4 NE/4 NW/4 of Section 19, T1S, R4W, I.M., Stephens County, Oklahoma.

Tract 5:

An easement over, under, and across the following tract:

The Easterly most 1 foot of the Southerly most 1 foot of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 SE/4 SW/4) of Section 13, Township 1 South, Range 5 West, I.M., subject to easements and right-of-way of record.

Tract 6:

Pipeline Easement (54- 6 5) dated February 13, 1992 from Wayne Barry Mills and Sharon Day Mill to Velma Public Works Authority.

Tract 7:

Grant of Easement for Pipeline dated July 31, 1996 from Hazel L. Newman to the Town of Velma.

Tract 8:

Right-of-way Easement dated January 22, 2008 from James A. Hall to the Town of Velma.

1. **Keystone Foods Gas System:** All of each Borrower's right, title and interest in and to the following assets:
 - i. The installed natural gas distribution pipelines (mainlines and service lines) that comprise the Keystone Foods Gas System, located in Albany, Clinton County, Kentucky (the "Keystone Foods Gas System"), including without limitation all easement and right-of-way rights (including without limitation those certain gas main easements described on Exhibit "A" and "B" attached hereto), and all equipment and apparatus affixed thereto or used in its operation. The Keystone Foods Gas System includes all installed natural gas distribution pipelines (main lines and services lines) and the equipment or apparatus affixed thereto or used in its operation from the outlet side of the tap to the outlet side of the customer meters.
 - ii. All natural gas contained in the Keystone Foods Gas System, including any

- and all line fill;
- iii. All Plans for or relating to the Keystone Foods Gas System;
 - iv. The amount of customer deposits for the provision of natural gas distribution services through the Keystone Foods Gas System, plus accrued interest thereon;
 - v. All customer accounts and all books and records relating to the Keystone Foods Gas System;
 - vi. All account receivables relating to the Keystone Foods Gas System
2. Pledge of all Membership Interests in Navitas TN NG, LLC, Navitas KY NG, LLC, Navitas Assets, LLC, Fort Cobb Oklahoma Irrigation Fuel Authority, LLC d/b a Fort Cobb Fuel Authority, LLC, Navitas OK3, LLC, and Navitas-Winstar, LLC, Navitas Texas Utility, LLC, and shares of stock in Navitas Utility Corporation.
3. **Assignment of Rights Under Purchase Agreements.** Effective _____, Borrowers executed and delivered to Lender those certain Assignment of Rights Under Purchase Agreements as follows:
- a. Dustin Municipal Gas System. Assignment of Rights Under Purchase Agreement wherein Borrower assigned all of its right, title, and interest in and to the Asset Purchase Agreement and the First Amendment to Asset Purchase Agreement, both dated effective April 2, 2009 for the purchase of assets from Dustin Public Works.
 - b. Greenfield Gas System. Assignment of Rights Under Purchase Agreement wherein Borrower assigned all of its right, title, and interest in and to the Asset Purchase Agreement, dated effective August _____, 2008 for the purchase of assets from Texas Kansas-Oklahoma Gas, LLC, a Texas limited liability company.
 - c. Kinta Municipal Gas System. Assignment of Rights Under Purchase Agreement wherein Borrower assigned all of its right, title, and interest in and to the Asset Purchase Agreement, dated effective _____ for the purchase of assets from Kinta Public Works Authority.
 - d. Rimrock System. Assignment of Rights Under Purchase Agreement wherein NOK3 assigned all of its right, title, and interest in and to the Asset Purchase Agreement, dated effective April 28, 2008, for the purchase of assets from Centerpoint Energy Resources Corp., a Delaware corporation.
 - e. LeAnn Gas Distribution System. Assignment of Rights Under Purchase Agreement wherein Borrower assigned all of its right, title, and interest in and to the Asset Purchase Agreement, dated effective January 27, 2009 for the purchase of assets from LeAnn Gas Company, an Oklahoma corporation.

- f. Kinta Municipal Gas System. Assignment of Rights Under Purchase Agreement wherein NUC assigned all of its right, title, and interest in and to the Base Contract for Sale and Purchase of Natural Gas, dated effective March 31, 2009 with Kinta Public Works Authority as Seller and **Navitas Utility Corporation** as Purchaser.
- g. Velma Municipal Gas System. Assignment of Rights Under Purchase Agreement dated June 30, 2008 for the purchase of assets from Velma Public Works Authority.

The foregoing are collectively referred to herein as the "Assignment of Rights". Borrower, and each of them, hereby assume, ratify, and confirm each and every term and provision of the above described Assignment of Rights as if fully restated herein, and such terms and provisions of the Assignment of Rights remain in full force and effect.

- 4. All of each Borrower's interest, if any, now owned or hereafter acquired property as follows:

All rolling stock (vehicles), equipment, Accounts, General Intangibles, including but not limited to the Equipment listed on Exhibit A attached hereto.

- 5. All chattel paper, accounts receivable, contract rights, equipment, furniture, fixtures, machinery, inventory (whether consisting of hydrocarbons or not) if any, general intangibles, and pipelines (as defined below), and minerals, oil and gas, and oil and gas leasehold interest(s), and all contract rights including all vendor contracts.
- 6. Right-of-way Properties means and includes all lands, easements, right of ways, leases, surface rights, servitudes, grants, permits, licenses, authorizations, privileges, franchises, consents, prescriptive rights, and other title and interest now or hereafter owned by any Borrower and now or hereafter necessary or useful for the construction and/or operation of the Pipelines. These Pipelines include, but are not limited to the existing pipelines acquired by any Borrower and generally described as: Rimrock System, Greenfield Gas System, Kinta Municipal Gas System (Kinta Public Works Authority), Dustin Municipal Gas System (Dustin Public Works), & LeAnn Gas Distribution System.
- 7. Any and all real estate owned or acquired as part of or as a result of any acquisition or purchase or build following any acquisition.
- 8. Rural pipeline systems and other related intangibles.
- 9. All GPS and/or map system reports related to the Collateral.
- 10. All of each Borrowers' interest, if any, in and to the fixtures and equipment, which are or will be located on the property as follows, to-wit:
 - A. Caddo County, Oklahoma (Range 10 West)

- 1. Sections 7, 18, 19, 30 and 31

T-12-N

R-10-W

2.	Section 31	T-12-N	R-10-W
3.	Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33	T-12-N	R-10-W
4.	Sections 4, 5, 6, 7	T-7-N	R-10-W

B. Caddo County, Oklahoma (Range 11 West)

1.	Sections 1-12	T-7-N	R-11-W
2.	Sections 1-36	T-8-N	R-11-W
3.	Sections 1-36	T-9-N	R-11-W
4.	Sections 1-36	T-10-N	R-11-W
5.	Sections 1-36	T-11-N	R-11-W
6.	Sections 7-36	T-12-N	R-11-W

C. Caddo County, Oklahoma (Range 12 West)

1.	Sections 10-12	T-7-N	R 12 W
2.	Sections 1-6	T-7-N	R 12-W
3.	Sections 1-36	T-8-N	R 12-W
4.	Sections 1-36	T-9-N	R 12 W
5.	Sections 1-36	T-10-N	R 12 W
6.	Sections 1-36	T-11-N	R-12 W
7.	Sections 1-36	T-12-N	R-12 W

D. Caddo County, Oklahoma (Range 13 West)

1.	Sections 1 6	T-7-N	R-13 W
2.	Sections 1-36	T-8-N	R-13-W
3.	Sections 1-36	T-9-N	R-13-W
4.	Sections 1-36	T-10-N	R-13-W
5.	Sections 1-36	T-11-N	R-13-W
6.	Sections 1-36	T-12-N	R-13-W

E. Washita County, Oklahoma (Range 14 West)

1.	Sections 1-6	T-7-N	R 14 W
2.	Sections 1-36	T-8-N	R 14 W
3.	Sections 1-36	T-9-N	R 14 W
4.	Sections 1-36	T 10 N	R 14 W
5.	Sections 1-36	T 11 N	R 14 W
6.	Sections 7-36	T 12 N	R 14 W

F. Pittsburg County, Oklahoma (Range 15 East)

1.	Sections 2, 4, 11 & 13	T-5-N	R-15-E
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2. Sections 23, 25, 26, T-6-N R-15-E
27, 28, 29, 30, 32 & 33

G. Pittsburg County, Oklahoma (Range 15 East)

1. Sections 17, 18, 21, T-5-N R-15-E
22, 27, 25 & 26

H. Easements Recorded in Pittsburg County, Oklahoma in above Sections:

In Sections 2, 3, 4, 11, 12, 13-5N-15E and Sections 18, 176, 21, 22, 27, 26, 25-5N-16E and Sections 23, 25, 26, 27, 28, 29, 30, 32, 33-6N-15E recorded in the Pittsburg County Clerk's Office in the following Books and Pages:

Book	Page	Book	Page	Book	Page
MR 62-537		MR 62-524		MR 62-542	
MR 62-497		MR 62-517		MR 62-500	
MR 62-536		MR 62-518		MR 62-502	
MR 62-535		MR 62-523		MR 62-501	
MR 62-534		MR 62-519		MR 62-540	
MR 62-533		MR 62-520		MR 62-505	
MR 62-514		MR 62-495		MR 62-504	
MR 62-545		MR 62-601		MR 62-504	
MR 62-513		MR 62-602		MR 62-506	
MR 62-512		MR 62 605		MR 62-507	
MR 62-553		MR 62 604		MR 62-508	
MR 62-511		MR 62 603		MR 62-509	
MR 62-510		MR 62-522		MR 62-539	
MR 62-532		MR 62-521		MR 62-541	
MR 62-531		MR 62-549		MR 62 538	
MR 62-530		MR 62-547		MR 62 549	
MR 62-539		MR 62-545		MR 62-550	
MR 62-528		MR 62-546		MR 62 551	
MR 62-527		MR 62-496		31 256	
MR 62-526		MR 62-544		326 39	
MR 62-515		MR 62-498		29 351	
MR 62-525		MR 62-543		84 8	
MR 62-516		MR 62-499		84 9	
142-236		264-401		30 28	
30-44		30-451		30 3 0	
30-371		30-372		D126 123	
D126-124		D126-125		D126-126	
D126-127		D126-128		593-580	
593-590		596-591		593-592	
593-593		333-95		333-96	

11. NOK3 Collateral. All of NOK3's right, title and interest, whether now owned or hereafter arising, in and to the following:

eight 350 PTO engines bearing serial numbers D-2475, 2476, 2477, 2478, 2479, 2480, 2494, and 2495;
 eight 350 Radiator kits installed;
 eight Murphy Vacuum Gauge 20V-30 installed;
 eight Fuel Controller Kit #5952;
 twenty Tach/HR Meter-MXA55TC9159;
 nineteen Gas Filter HSG #50002 and
 nineteen Gas Filter natural gas #24006 WIX/#LFF2 West;
 eight 350 PTO Engines
 8 454 Radiator Kits Installed
 8 Fuel Controller Kits #5952 T8 throttle Cable Heavy Duty #VC72 Installed Serial #D-2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019
 3 454 D/P Engine
 3 454 Radiator Kit Installed
 3 Vacuum Gauge 20V-30 Installed
 3 hour Meters Barone #MXA055645810
 3 Throttle Cable Heavy Duty #VC72 Installed Serial #n-560, 561 and 562
 8 350 POT Engine
 8 350 Radiator Kit Installed
 8 Vacuum Gauge 20V-30 Installed
 8 Throttle Cable Heavy Duty #VC72 Installed
 8 Hour Meter-Barone #MXA055545810 Serial #1816, 1826, 1815, 1811, D1829, 1930, 1827, and 1831
 May 29, 2011 Irrigation Engine Rental Program & Agreement between Navitas OK3, LLC and Kevin Sedoon 1 350 Engine
 August 30, 2011 Irrigation Engine Rental Program & Agreement between Navitas OK3, LLC and Chuck Parker 1 350 Engine
 March 15, 2011 Irrigation Engine Rental Program & Agreement between Navitas OK3, LLC and Kelsey Lokey 1 350 Engine
 April 13, 2011 Irrigation Engine Rental Program & Agreement between Navitas OK3, LLC and Sam Vinyard 2 454 Engines and 3 350 engines
 July 29, 2011 Irrigation Engine Rental Program & Agreement between Navitas OK3, LLC and Daryl Scales 1 350 Engine
 June 15, 2011 Irrigation Engine Rental Program & Agreement between Navitas OK3, LLC and Sweet Potato Barger 1 454 Engine, and
 April 7, 2011 Irrigation Engine Rental Program & Agreement between Navitas OK3, LLC and Don Johnson 1 350 Engine

including all of the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located: (a) all accessions, attachments,

accessories, replacements of and additions to any of the collateral described herein, whether added now or later; (b) all products and produce of any of the property described in this Collateral section; (c) all accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out a sale, lease, consignment or other disposition of any of the property described herein; (d) all proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described herein, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement, or other process; and (e) all records and data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

12. **FCFA's Real Property:**

- a. **Shidler Property:** Lot 8, Block 108, Southside Plat of Shidler, Osage County, Oklahoma, according to the recorded plat thereof
- b. **Hollis Property:** Lots Twenty-three (23) and Twenty-four (24), in Block Two (2), of the Original Town of Hollis Addition, to the Town of Hollis, Harmon County, Oklahoma, according to the recorded plat thereof.
- c. **Kinta Property:** Lots 11 & 12 in Block 35 in the Town of Kinta, According to the Cleon O'Neill Plat thereof (same being a part of the W 2 of Lot 3 (also described as the W 2 NW 4 SW 4) and Lot 4 (Also described as the SW/4 SW/4) and the SE 4 SW 4 all in Section 31, township 8 North, Range 20 East of I.B.M., Haskell County, State of Oklahoma, Less and Except all oil, gas and other minerals
- d. **Velma Property:** Lot Four (4), Block Nine (9), in the Town of Velma, Stephens County, Oklahoma, According to the recorded plat thereof.
- e. **Mulhall Property:** The South 30 feet of Lot Two (2) and All of Lot Three (3), in Block Ten (10), in the Town of Mulhall, Logan County, Oklahoma, according to the recorded plat thereof.
- f. **Eakly Property:** A tract of land lying in and being a part of the Southeast Quarter (SE 4) of Section Twenty-Seven (27), Township Ten (10) North, Range Thirteen (13) West of the Indian Meridian, Caddo County, Oklahoma, said Tract being more particularly described as follows: Commencing at a ½" iron rod found for the Southeast Corner of said SE 4; Thence N89 11'22"W on the South line of Said SE 4, a distance of 177.20 feet to Point on said South line; Thence N00 48'38"E perpendicular to said South line, a distance of 580.21 feet to a ½" iron rod with cap set for the Southeast corner of the herein described tract, said corner being the Point of Beginning; Thence S58 31'20"W a distance of 37.29 feet to a ½" iron rod with cap set for a corner; Thence N89 15'40"W a distance of 332.79 feet to a ½" iron rod with cap set for the Southwest corner; Thence N00 46'41"E a distance of 245.17 feet

to a 1/2" iron rod with cap set for the Northwest corner; Thence S89°15'40"E a distance of 365.33 feet to a 1/2" iron rod with cap set for the Northeast corner; Thence S00 46'41"W a distance of 225.29 feet to the Point of beginning.

Property Address: 121 Eakly Campus Road Eakly School, Eakly, OK 73033.

The Eakly Property is subject to a prior, first and valid mortgage lien in favor of Lender.

13. All of each respective Borrower's interest, if any, in and to the Equipment, Fixtures, Easements, Right-of-Ways, Pipelines, minerals, oil and gas, Inventory, including but not limited to the items described as follows, to-wit:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, and Pipelines including but not limited to all office furniture, computers, and all accounts receivable, fixtures, minerals, oil and gas, and oil and gas leasehold interests. For purposes herein, Pipelines shall mean and include all of each respective Borrower's interest, if any, in and to those gas pipeline systems in the **State of Tennessee and or the State of Kentucky** or wherever located if and when acquired, associated with the gathering and/or transportation of gas and the delivery of gas or residue gas to purchasers or transporter (as the same may now exist or as may hereafter be extended), including, but not by way of limitation, the Right-Of-Way Properties (as hereinafter defined) and all buildings, structures, attachments, fittings and fixtures, facilities, tools, materials, equipment, machinery, appliances, pipeline, piping, power lines, electrical systems, metering and calibration facilities, compressors, dehydrators, sponge units, instrument and equipment housing, equipment storage facilities, tank, engines, valves, traps, pumps, motors, instruments, fencing, expanders, heat exchangers, chillers, separators, tooling powers, boilers and reboilers, turbines, generators, meters and reabsorbers, flash towers, oil reclaimers, loading racks, injection facilities, accumulators, economizers, fans, condensers and valves, and appurtenances of every nature and kind with said Pipelines. For purposes herein, Right-Of-Way Properties shall mean and include all lands, easements, rights of way, leases, surface rights, servitudes, grants, permits, licenses, authorizations, privileges, franchises, consents, prescriptive rights, and other title and interest now or hereafter owned by any Borrower and now or hereafter necessary or useful for the construction and or operation of the Pipelines. "Collateral" shall also specifically include the following items:

a. **Albany, Kentucky Natural Gas Transmission Pipeline and Stations Description**

i. **ALBANY LDC PIPELINE SYSTEM:**

A system of 2", 3" and 4" diameter plastic pipelines which originates at a point along the North side of State Route 111 on property owned, now or formerly, by Jim Mullins in Pickett County, Tennessee approximately 500 ft. South of the Tennessee/Kentucky state line as 4" diameter line; thence running in a Westerly direction a distance of approximately 1,000 ft. to Valve Station No. 266 + 26; thence running in a Northwesterly direction a distance

of 3,200 ft to Valve Station No. 206 + 25; whereupon the line becomes a 3" diameter plastic line and continues to run in a North by Northwesterly direction a distance of approximately 4,800 ft to Valve Station No. 113 + 75; whereupon the line becomes a 2" diameter plastic line and runs in a Northerly direction a distance of approximately 2,200 ft to Valve Station No. 81 + 25; thence becoming a 3" diameter plastic line and continuing to run in a Northerly direction a distance of approximately 4,300 ft to Valve Station No. 8 + 75; thence reverting back to a 2" diameter plastic line and running in a Northeasterly direction to the Albany City Gate located on property owned, nor or formerly, by the Clinton County Farm Bureau in the City of Albany, County of Clinton, State of Kentucky, a total distance traversed of approximately 16,800 ft.

ii. **Franchise Area City of Albany, KY;**

All rights including the right to lay pipelines of whatever diameter underlying the streets, sidewalks, driveways, and alleys of the Town of Albany, Kentucky covered by the City Ordinance of the City Council of Albany 85-001 and as amended by City Ordinance 86-003, dated February 15, 1995.

iii. **Albany, Kentucky Natural Gas Transmission Pipeline Easements**

Gasco Distribution Systems, Inc. – Albany Division – right-of-ways recorded in Clinton County, Kentucky:

<u>Name of Grantor</u>	<u>Book/Page</u>	<u>Date Recorded</u>
Ferguson Brothers of Albany, Inc	V96 P661	1/18/1995
Ferguson Brothers of Albany, Inc	V96 P664	1/18/1995
Lynn Flowers, Michael McWharton	V96 P667	1/18/1995
Clinton County Farm Bureau	V96 P674	1/18/1995
Balos Hickman	V97 P57	2/16/19985
Billy K & Georgie Armstrong	V97 P61	2/16/1995
Luther D Thrasher	V97 P287	3/23/19985
G.E. Beaty	V97 P289	3/23/1995
Cordell & Ruth Matthew	V97 P291	3/23/1995
Deane E. Taylor & Willie G. Taylor	V97 P285	3/23/1995
Luther C & Susan W Conner	V98 P7	6/16/1995
Jessie E Craig	V98 P10	6/16/1995
Harper Lane Mobile Park Owner Harold Reeves	V98 P678	9/22/1995
Junior Charles Griffin	V99 P377	11/30/1995
The Old High School Plaza	V101 P138	6/18/1996
Citizens Bank of Albany	V101 P141	6/18/1996
Jean D Dicken	V102 P679	11/26/1996
Patsy Grider	V104 P92	4/30/1997
David R Choate	V105 P441	10/24/1997
Hall & Keith McWhorter	V112 P533	1/26/2000
James K Garrett	V113 P309	4/20/2000
Oakley Poore	V113 P314	4/20/2000
Margie White	V113 P318	4/20/2000
Larry & Gail E Craig	V113 P323	4/20/2000
Specialty Woodworking Inc	V113 P326	6/30/1999
Robert P & Joyce Boles	V113 P330	4/20/2000
Thelma Smith	V113 P342	4/20/2000
David A Thrasher	V113 P350	4/20/2000
Ruth Thrasher	V113 P346	4/20/2000

Kenneth E. Brown	V113 P358	4/20/2000
David & Brenda Guffey	V113 P362	4/20/2000
Donald Stockton	V113 P366	4/20/2000
Sammy Sheffield	V113 P370	4/20/2000
James Cowan	V113 P374	4/20/2000
Twin Lakes Grace Fellowship Church	V113 P378	4/20/2000
Clarence H Bray	V113 P382	4/20/2000
Middleton Est Inc., Eddie & Kieth Dalton	V113 P386	4/20/2000
Janet Polston Shelton	V113 P390	4/20/2000
Hugh & Nora Kennedy	V113 P394	4/20/2000
Dennis Flowers	V113 P399	4/20/2000
Junior E Flowers	V113 P403	4/20/2000
Billy Miller	V114 P385	8/11/2000
Marvin & Jean Maupin	V113 P334	4/20/2000
Luther & Edith Poore	V113 P338	4/20/2000
Keith & Hall McWharton	V116 P645	5/31/2001
Margie White	V121 P40	10/2/2002
Larry K Thrasher	V113 P354	4/20/2000

- iv. All of Mid-Western Oil & Exploration's rights under that certain Contract Right-of-way dated March 27, 1985 with Estel Lee, as original Grantor.

b. **JELLICO LDC – LINE DESCRIPTION**

i. **Main Pipeline – Northern Extension:**

A supply system composed of 4" plastic pipe which originates at a meter site on property owned, now or formerly, by William Clyde Cox and Joyce Cox in Whitely County, Kentucky, at a delivery point from which Southern Natural Gas supplies the Jellico system; thence running South to a County Road at which point the pipeline turns and runs in a South by Southwesterly direction, crossing Elk Creek and thence running South on the East side of KY State Route 25W paralleling said route to the intersection of KY State Route 1804, thence crossing under KY State Route 25W and continuing to run in a South by Southwesterly direction on private lands to the state line between Whitely County, Kentucky, and Campbell County, Tennessee;

thence continuing to run in a Southwesterly direction to a tie-in at a point 800' South of the beforementioned state line on property owned by the City of Jellico, Tennessee, a total distance of approximately 15,800 ft.

ii. **Southern Extension**

A supply system composed of 4" diameter plastic pipe which originates at the Jellico, TN corporate boundary on property owned, now or formerly, by B.C. Douglas and runs thence in a South by Southwesterly direction a distance of approximately 4,800 ft along the West/South side of an unnumbered county road called "Indian Mountain Road" to the intersection with a county road known as "Oswego Road" in the area known as Oswego; thence crossing the road and continuing in the same general direction along a gravel road a distance of approximately 1,800 ft. to a point where it again intersects with Indian Mountain Road; thence continuing to run in a Southerly direction along Indian Mountain Road a distance of approximately 4,200 ft to the Newcomb Cemetery; thence becoming a 2" plastic line and continuing to run along Indian Mountain Road a distance of approximately 1,800 ft. to the intersection with Newcomb Road (TN State Route 297) where the pipeline terminates, having traversed a total distance of approximately 13,600 ft. Approximately 200 ft back from this point of intersection between Indian Mountain road and Newcomb Road the pipeline branches off and runs in a South by Southwesterly direction along a county road named the Newcomb School Loop for a distance of approximately 1,900 ft. to a point where the line intersects with the Newcomb Road and runs thence Northward a distance of 1,100 ft to the point of termination for the branch line, a total distance of approximately 3,000 ft.

iii. **Town of Jellico, TN (Franchise Area):**

All rights, including the right to lay pipelines of whatever diameter underlying the streets, sidewalks, driveways, and alleys of the Town of Jellico, Tennessee covered by the certain city ordinance designated as Ordinance No. 10 of 1993, dated February 17, 1994, and amended by Ordinance No. 5 of 1994, granted by the City of Jellico, Tennessee to Gasco Distribution Systems of Tennessee, Inc.

c. **Jellico LDC, Easement Descriptions/Right-of-ways**

<u>Grantor</u>	<u>Recording Date</u>	<u>V 1/ e</u>
Whitley Co., Kentucky (Northern Extension)		
William Clyde Cox and Joyce Cox	March 8, 1994	84 318
Donald F. Inks, Peggy Inks	March 14, 1994	84 321

Jesse Perkins, Lyda Perkins	June 28, 1994	31 457
Kathy Kimberlin	June 13, 1994	463 464
T.J. Davenport Properties, Inc., et al	February 24, 1995	84 320
Whitely Co., KY, Department of Highways	March 1, 1994	N A
Commonwealth of KY Transportation Cabinet	March 3, 1994	N A
Hugh P. Finley, Sr., Heirs, et al	November 7, 1989	340 154
Campbell Co., Tennessee		
City of Jellico, TN	May 20, 1994	31 479
Southern Extension Campbell Co., Tennessee		
Mary D. Christen	October 15 1990	329/616
Billy C. Douglas	June 30, 1989	31/507
Ruby C. Coker	June 29, 1989	31/465
J.D. Bolin	October 15, 1990	32/41
State of TN, Department of Transportation	June 8, 1990	N/A
George Adkins	March , 1995	329/620
Flossie T. Jones	October 19, 1989	329/618
Roger Douglas	December 7, 1994	31/459
Jennings Brooks	June 30, 1989	31/461
Louise Carroll	September 26, 1989	31/463
Edith L. Kahre	August 28, 1989	31/467
James Stanfill	October 6, 1989	31/469
Eddie Towles	August 22, 1989	31/471
Eddie Towles	August 22, 1989	31/473
Otis C. Stephens	September 27, 1989	31/475
A.B. Forman	August 22, 1989	31/477
Darlene Strunk	August 22, 1989	31/481
Thelma W. Llewellyn	August 17, 1989	31/483
Bob R. Massengill	September 5, 1989	31/485
Darla C. Crawford, John Crawford	October 31, 1993	31/487

Jenese Perkins	September 27, 1989	31/489
Geraldine H. Violet, Albert Jones	November 27, 1990	31/491
Davey Douglas	November 3, 1990	31/493
Jerry R. Llewellyn, Thelma W. Llewellyn	August 17, 1989	31/495
Alex Housley	November 2, 1990	31/497
Church of God of the Mountain Assembly, Inc.	August 16, 1989	31/499
June Maiden	August 17, 1989	31/501
Kenneth Stephens	August 15, 1990	31/503
Bus Surber	August 29, 1989	31/505
Michael E. Johnson	August 29, 1989	31/509
William E. Payne	August 21, 1989	31/511
Harold B. Dowdy	August 29, 1989	31/513
John H. Perkins	August 17, 1989	31/517
Larry S. Lindsay	August 29, 1989	31/515
Della Jones	October 19, 1989	32/43

EXHIBIT A

Navitas Utility Corporation Equipment Collateral List

Make	Model	Year	Date Acquired
Autos & Pickups			
Chevrolet	1500	2003	5/31/2007
Chevrolet	1500	2003	5/31/2007
Chevrolet	1500	2007	9/26/2007
Chevrolet	1500	2007	9/26/2007
GMC	1500	2008	7/1/2008
Chevrolet	1500	2009	3/5/2009
Ford	F-150	2009	3/31/2009
Ford	F-150	2009	4/2/2009
Ford	F-150	2009	4/2/2009
Ford	F-150	2009	4/11/2009
Ford	F-150	2009	4/11/2009
Ford	F-150	2010	4/1/2010
Ford	F-150	2010	4/1/2010
Chevrolet	1500	2010	4/1/2010
Ford	F-150	2011	1/24/2011
Ford	F-150	2011	3/4/2011
Trucks			
Dodge	3500 Flatbed	1998	5/31/2007
GMC	3500 Flatbed	2006	5/31/2007
Ford	F-550	2012	1/12/2012
Heavy Equipment			
Case	580L	1996	5/31/2007
John Deere	4600HST		6/30/2008
New Holland	T2320	2009	2/27/2009
Case	580SM	2009	4/22/2009
Tools & Equipment			
Yamaha	'09 Yamaha YXR45FY	2009	12/22/2008
	Leak detector		10/13/2009
	Leak detector		12/28/2009
	Toolbox		12/30/2009
	Scaffold		12/31/2009
Misc	Hand tools – Eakly		2/5/2010
Misc	Hand tools – Eakly		3/5/2010
Misc	Hand tools – Eakly		3/10/2010
Misc	Hand tools – Velma		3/27/2010
Misc	Hand tools – Velma		4/12/2010
Craftsman	Riding Mower	2010	4/16/2010
Misc	Hand tools – Eakly		4/21/2010
Miller	Trailer 3050 tilt poly	2010	4/22/2010
Misc	Hand tools – Eakly		4/27/2010
Misc	DeLorme GPS		4/29/2010
Misc	Hand tools – Eakly		5/3/2010
Misc	Hand tools – Eakly		5/10/2010
Misc	Hand tools – Eakly		5/24/2010
Misc	Hand tools – Eakly		5/25/2010

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-XXV-

Navitas KY NG, LLC
Case No. 2024-00252
Attachment 7(a) to Application
Page 138 of 177

Misc	Hand tools – Eakly		6/3/2010
Seven Springs	Trailer JD demo	2010	6/15/2010
Misc	Hand tools – Ochelata		6/28/2010
Connectra	Liners		7/1/2010
	Fusion Machine		7/1/2010
Misc	Air compressor – Kinta		7/23/2010
Misc	Hand tools – Eakly		8/2/2010
Misc	Demo reg & carb		8/3/2010
Misc	Hand tools – Eakly		8/6/2010
	Leak detector		9/30/2010
Interstate	Utility	2010	10/4/2010
	Hand tools – Eakly		10/14/2010
	Air compressor		10/21/2010
	Fusion heats		10/22/2010
	Fusion liners		12/1/2010
	GPS		12/19/2010
SensorGold	Leak detector		12/31/2010
Bell	Meter Prover		1/5/2011
SensorGold	Leak Detector		1/31/2011
Misc	Hand tools – Eakly		1/31/2011
Stuckmate	Welding Machine – Hollis		2/15/2011
Hudson Eup	Air compressor – Hollis		2/18/2011
Craftsman	Toolbox – Hollis		3/8/2011
Misc	Hand tools – Eakly		5/12/2011
Misc	Jet Flame Torch		5/12/2011
Misc	Hand tools - Eakly		5/24/2011
Global Industrial	Pallet Jack – Hollis		5/27/2011
Global Industrial	Pallet Jack – Eakley		7/7/2011
Northern Industrial	Plasma Cutter		7/28/2011
Grainger	Swivel Caster		9/22/2011
	Hand tools – Eakly		9/28/2011
Grainger	Pipe Cutter		10/13/2011
	Hand tools Eakly		10/28/2011
EGW	Copper Sulfate Electrode		10/28/2011
	2000 W Generator		12/13/2012
EGW	Gas Line Tracer		12/27/2011
EGW	Plugging Tool		12/30/2011
	Hand tools for F-550		1/24/2012
Ditch Witch	Sprocket, idler shaft		1/26/2012
EGW	PLS CP Locator		1/31/2012
	Hand tools for F-550		2/1/2012
	Battery for Line Locator		2/9/2012
Articat	Side Side		2/10/2012
	Gas Transfer Pump		2/13/2012
Jenkins P & S	Blade for Tractor		2/20/2012
EGW	Gas Line Tracer		2/22/2012
	Hammer Drill		4/5/2012
	10" Table Saw		4/10/2012
Sensit Gold	Gas Line Tracer		4/30/2012
	Pipe Cutter		5/9/2012
	Reciprocating Saw		5/17/2012
	Pallet Forks		5/25/2012
EGW	PLS Locator		7/10/2012
	Hand tools		7/12/2012
	Backhoe repair		7/13/2012
	7500 W Generator		8/7/2012
Ditch Witch	Repair Ditch Witch		9/6/2012
	Repair Yamaha Grizzly		9/13/2012
Rainmaker	Fusion Machine		10/11/2012
Generac	Portable Generator		10/16/2012

Office equipment

Continental	Billing software update	3/31/2009
Dell	Vostro 220	8/13/2009
Epson	GT-S50 Scanner	9/2/2009
Dell	Battery backups	9/2/2009
Dell	Optiplex GX620	10/7/2009
Stowes	Furniture group	10/28/2009
IT Mngmnt Sol	PGA rpt modification	10/30/2009
	Refridgerator	11/4/2009
Dell	2335 Laser printer	12/8/2009
	24 port switch	12/10/2009
IT Mngmnt Sol	SQL conversion	12/11/2009
	Weather TV	12/15/2009
Stowes	Chairs	12/15/2009
	Security Equip	12/31/2009
Dell	2335 Laser printer	1/5/2010
Dell	Vostro 220	1/5/2010
Dell	1125 Laser printer	1/14/2010
Staples	Chairs, conference room	2/6/2010
Sears	Furniture group, shelves	2/26/2010
Toshiba	Laptop	2/26/2010
IT Mngmnt Sol	PGA software update	3/1/2010
Pennwell	Pipeline map	3/1/2010
Dsolution	Avira software license	4/6/2010
Staples	Letter folder	4/15/2010
Verifone	Omni 3750 CC machine	4/27/2010
Dell	Optiplex GX260	4/27/2010
DeLorme	XMap 7	4/29/2010
MS	Office software	5/10/2010
	GPS Charger	5/24/2010
	Furniture group, file cabinet	5/24/2010
Sears	Furniture group, shelves	5/24/2010
Stowes	Furniture group	6/2/2010
Dell	Laser printer	6/9/2010
Alera	Furniture group, shelves	6/6/2010
Lenovo	ThnkCntr S50	6/11/2010
Correction	software	7/1/2010
Linksys	Router	7/8/2010
HannSpree		7/27/2010
Sanitare	Floor buffer	8/27/2010
Peachtree	Acct software	8/30/2010
Sanitare	Driver	9/8/2010
HTC	Arria phone	9/13/2010
	Copier, wide format	10/5/2010
Stowes	Furniture group	11/12/2010
Dell	Optiplex	11/15/2010
Dell	Laser printer	12/3/2010
Dell	Optiplex	12/22/2010
Windows	Windows 7	1/5/2011
	Computer Repair	1/14/2011
Dell	Optiplex	1/21/2011
	Office phone	1/29/2011
Microsoft	Office Home & Business	2/23/2011
	Office Chair	2/23/2011
	Office shelves	3/1/2011
Dell	Laser printer	3/8/2011
Canon	Office Camera	3/23/2011

M: Loan Closings Navitas - Renew LOCs and New Loan Agreement First Amended and Restated Loan and Security Agreement.doc

Windows	Windows 7	3/23/2011
	Walkabout docking station	3/24/2011
Quill	Folding table & chairs	3/28/2011
Cisco	IP Phone	3/29/2011
Cisco	(2) IP Phone	4/1/2011
Samsung	Digital Camera	4/12/2011
Lynksys	Router	4/25/2011
Cisco	(5) IP Phones	5/3/2011
Dell	Optiplex GX745	7/5/2011
Yealink	(2) SIP Devices	7/26/2011
Yealink	(4) SIP Devices	8/3/2011
Verifone	POS Recorder	9/14/2011
Yealink	(6) SIP Devices	9/16/2011
Dell	Optiplex 990	10/31/2011
Dell	Optiplex PL	11/10/2011
Dell	Vostro 3555 Laptop	12/13/2011
Dell	2155 Laser Printer	12/28/2011
LG	3 32" LED-LCD HDTV	1/9/2012
Intuit	Quickbooks Enterprise	1/31/2012
Dell	Latitude E6520	2/3/2012
	Memory for server	2/21/2012
Panasonic	4 Port SIP Trunk Card	2/23/2012
Cisco	VPN Router	3/16/2012
Mercury Instr	Software for temp	4/17/2012
	Upgrade SY comp	5/15/2012
Dell	Laptop SPS 14z	5/31/2012
Dell	2335 Printer	6/13/2012
Microsoft	Visio	6/22/2012
	A/C Server Room	6/28/2012
	Computer Desk	8/4/2012
	Paper Shredder	8/9/2012
	Desk Costa Mesa	8/24/2012
Dell	2335 Printer	10/18/2012
Dell	C3765 Printer	10/18/2012
Dell	Vostro 270	11/16/2012
	(4) LED Monitors	1/22/2013
Dell	2335 Printer	1/24/2013
Cisco	Gigabit Switch	1/28/2013
	Conference phone	3/20/2013
	(2) 256 BG SSD HD	3/21/2013
Acer	(2) 23" Monitors	3/25/2013
Dell	PowerEdge R520 Server	3/28/2013

Meters & regulators

	House meters (1900 ea)	5/31/2007
	Industrial meters (300 ea)	5/31/2007
	Check meters (4 ea)	11/30/2007
	Meter reprove	6/30/2007
	Meter reprove	7/31/2007
	Meter reprove	8/31/2007
	Meter reprove	9/30/2007
	Meter reprove	10/31/2007
	Meter reprove	11/30/2007
	Meter reprove	12/31/2007
Rockwell	1600 check meter (4 ea)	1/8/2008
	Meter reprove	1/31/2008
	Meter reprove	2/29/2008
	Meter reprove	3/31/2008
	Meter reprove	4/30/2008

	Meter reprove	5/31/2008
	New meters, 40 each	6/30/2008
	Meter reprove	6/30/2008
	Large meter plugs	6/30/2008
Mini-Max	AT Temp/Pressure Correct un	7/29/2008
	Meter reprove	7/31/2008
	Meter reprove	8/15/2008
Mini-Max	AT Temp/Pressure Correct un	8/25/2008
	2 – Meter R175 250.200.S110.1	8/31/2008
	Meter reprove	9/30/2008
	Meter reprove	1/31/2009
	Meter reprove	2/28/2009
	Meter reprove	3/31/2009
	Meter reprove	4/30/2009
	Meter reconditioning	5/1/2009
	Meter reprove	5/31/2009
	Meter reprove	6/30/2009
B&B	Meter purchase	7/1/2009
	Meter reprove	7/31/2009
LeAnn	Meter Acquisition	8/1/2009
	Meter reprove	8/31/2009
	Meter reprove	9/30/2009
	Meter purchase LGC	10/1/2009
	Meter reprove	10/31/2009
	Meter reprove	11/30/2009
	Meter reprove	12/31/2009
	Meter reprove	1/31/2010
	Meter reprove	2/28/2010
Mini Max	6 Series PT correctors	2/1/2010
	14 Large meters	2/26/2010
	Meter reprove	3/31/2010
	Meter reprove	4/30/2010
	Meter reprove	5/31/2010
	Meter reprove	6/30/2010
	Meter reprove	7/31/2010
	Meter reprove	8/31/2010
	Meter reprove	9/30/2010
H&H	Meter Parts	10/4/2010
	Meter reprove	10/31/2010
	Meter reprove	11/30/2010
	Meter reprove	12/31/2010
	EOY Meter Materials TBC	12/31/2010
	Meter reprove	1/31/2011
	Meter reprove	2/28/2011
DM Services	12 Rebuilt R-175 Meters	3/14/2011
	Meter reprove	3/31/2011
DM Services	13 Rebuilt Meters	4/1/2011
	600 Meters from TN NG	4/1/2011
	150 Meters from KY NG	4/1/2011
Water Products	2 Chart Recorders	4/5/2011
	Meter reprove	4/30/2011
	Meter reprove	5/31/2011
Equipment Control	300 Meters	6/29/2011
	Meter reprove	
	Meter reprove	
	Meter reprove	
	Meter reprove	
DM Services	50 R-175 & R-250 Meters	10/1/2011
	Meter reprove	
	Meter reprove	

	Meter reprove	
	Meter reprove	
	Meter reprove	
	Meter reprove	
Equip Controls	Sonix 2000:3000	3/31/2012
	Meter reprove	
Equip Controls	10 415TC 30LT Spud 25#	5/7/2012
Equip Controls	Sonix 800; 2 Sonix 2000:3000	5/31/2012
	Meter reprove	
DM Services	6 R-415; 2 R-750	6/8/2012
Burkesville Gas	750 Rockwell & Reg	6/15/2012
Equip Controls	Sonix 2000:3000	6/25/2012
Koons Gas	Roots Meters	6/28/2012
	Meter reprove	
Koons Gas	758 150 PSA Strainer	7/2/2012
	Meter reprove	
Equip Controls	12 415TC	8/28/2012
	Meter reprove	
Hull Bros	415 Meter	9/13/2012
	Meter reprove	
	Meter reprove	
Equip Controls	Sonix 2000:3000	11/15/2012
EGW	2 Regulator P22 2"	11/30/2012
	Meter reprove	
DM Services	R-1000 Rebuilt	12/6/2012
DM Services	6 R-275 Rebuilt	12/6/2012
Equip Controls	Sonix 2000:3000	12/7/2012
Equip Controls	Sonix 880 CST	12/18/2012
DM Services	12 R-275 Meters	12/18/2012
EGW	Regulator P202H	12/31/2012
	Meter reprove	
Equip Controls	2" FF 125# CI 461	1/29/2013
	Meter reprove	
B&B Meter	Rebuilt R750, 3M175	2/13/2013
	Meter reprove	
	Meter reprove	

**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], an individual ("[REDACTED]") and [REDACTED], an individual ("[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. 63rd 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 NUTX a Loan in the principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) ("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")	\$ 4,801,000.00	FCFA
(b) Revolving Line of Credit Loan B ("Note B")	\$ 250,000.00	NWLLC
(c) Term Loan C ("Note C")	\$ 561,000.00	NTNNG
(d) Term Loan D ("Note D")	\$ 301,968.53	NKYNG

(f)	Revolving Line of Credit Loan F ("Note F")	\$ 500,000.00	FCFA
(g)	Term Loan G ("Note G")	\$ 1,600,000.00	NKYNG
(j)	Revolving Line of Credit Loan J ("Note J")	\$ 100,000.00	NUTX
(k)	Revolving Line of Credit Loan K ("Note K")	\$ 100,000.00	NTNNG
(l)	Revolving Line of Credit Loan L ("Note L")	\$ 250,000.00	NKYNG
(m)	Term Loan M ("Note M")	\$ 550,000.00	NUTX

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. NALLC – Notes A, C, D, G, and M
- d. NUC – 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")	\$ 4,801,000.00	FCFA
(b) Revolving Line of Credit Loan B ("Note B")	\$ 250,000.00	NWLLC

(c) Term Loan C ("Note C")	\$ 561,000.00	NTNNG
(d) Term Loan D ("Note D")	\$ 301,968.53	NKYNG
(f) Revolving Line of Credit Loan F ("Note F")	\$ 500,000.00	FCFA
(g) Term Loan G ("Note G")	\$ 1,600,000.00	NKYNG
(j) Revolving Line of Credit Loan J ("Note J")	\$ 100,000.00	NUTX
(k) Revolving Line of Credit Loan K ("Note K")	\$ 100,000.00	NTNNG
(l) Revolving Line of Credit Loan L ("Note L")	\$ 250,000.00	NKYNG
(m) Term Note M ("Note M")	\$ 550,000.00	NUTX

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, NUTX shall pay to Lender a \$2,750 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

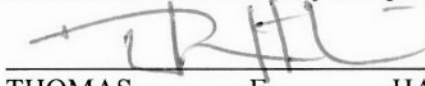
By: 
THOMAS E. HARTLINE, President

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:

_____, an individual

_____, an individual

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 ~~Stott road~~ and thence travels north (2.5" nominal) approximately 3236 feet.
- b. The pipeline thence turns 90 degrees to the east and parallels US Alt 90 approximately 1180 feet (2.5" nominal),
- c. Thence turns 90 degrees north and crosses under US Alt 90 and the Union Pacific Railroad tracks through 6" casings approximately 262 feet (2.5" nominal).
- d. Thence just off of Railroad right-of-way the original (2.5" nominal) pipeline was capped (nominal diameter that continued the north) and capped the 2.5" nominal diameter pipeline that continued to the north) and transitioned to a 6" (std) pipeline routed back to the Railroad right-of-way and continues approximately 1115 feet to the east.
- e. Thence the pipeline goes east 330 feet turns 90 degrees north 1427 feet turns again east approximately 675 feet.
- f. Thence the pipeline transitions to 4" (std) pipe and continues approximately 232 feet turns north approximately 228 feet (with the last 4" spool connecting meter offset between the pipe and the Tarmac meter).
- g. Thence the pipe (4" std) continues north 830 feet then east 470 feet and then north 250 feet. In this 250 foot final segment the pipeline is brought above ground and through a valve and then crosses Texas state Hwy 36 to the north side of 36.
- h. Thence the pipe is tied in to a 2.5" (std) pipe with the gas flowing east 835 feet then turns 90 degrees south 885 feet (crossing Hwy 36) and then turns 90 degrees east to the Century Asphalt meter.
- i. DEAD LEG - from the end of the 4" tee with the 2.5" std pipe, the 2.5" std pipe continues to the west 3220 feet to a tie-in with the original 2.5" std pipe. The 2.5" original pipe continues approximately 125 feet south (under Hwy 36) with original pipe continues north 50 feet and then the north side of both the dead leg and the original pipe continuing capped at this point. Also the original 2.5" pipe continues north 150 feet and is capped on the north side of BNSF.

EXHIBIT A

EASEMENTS

Tract #1: 55.52 acres, more or less (95.00 Rods), situated in the Henry Scott Survey, Abstract-83, Fort Bend County, Texas, being more particularly described in (a) that certain Right of Way Agreement (#279281) dated December 16, 1975, from Santos Guebara, Pascual Guebara, B.S. Guebara, Lupe Vargas and V. Guebara to Coronado Transmission Company, recorded in Volume 670, Page 5, of the Deed Records of Fort Bend County Texas, and (b) that certain Right of Way Agreement dated February 5, 1976, from Jesse Guebara to Coronado Transmission Company, recorded in Volume 675, Page 443 of the Deed Records of Fort Bend County Texas.

Tract #2: 9.6484 acres, more or less, situated in the Henry Scott League, A-83, Fort Bend County, Texas, and being more particularly described in that certain Right of Way Agreement dated May 28, 1998, from Jesse Guebara to Houston Energy Services Co., Inc., and being the same land conveyed by that certain Deed dated August 24, 1983, by and between Don T. Schwartz, et al, and Jesse Guebara, recorded in Volume 1282, page 396 of the Deed Records of Fort Bend County, Texas.

Tract #3: 65.59 acres, more or less (125.89 rods), situated in the Henry Scott Survey, Abstract-83, Fort Bend County, Texas, being more particularly described in that certain Right of Way Agreement (#279280) dated December 17, 1975, from Mrs. Willie Gaubatz to Coronado Transmission Company, recorded in Volume 670, Page 3, of the Deed Records of Fort Bend County Texas.

Tract #4: 105.35 acres, more or less (256.48 rods), situated in the Henry Scott Survey, Abstract-83, Fort Bend County, Texas, being more particularly described in that certain Right of Way Agreement dated , from Martha Ann Baxter and Sarah Jane Scott to Coronado Transmission Company, recorded in Volume 414, Page 526, of the Deed Records of Fort Bend County Texas.

Tract #5: 0.086 acre, more or less, including a 50-foot by 75-foot valve and metering station site out of a 128.6-acre tract of land, more or less, situated in the Henry Scott Survey, Abstract 83, Fort Bend County, Texas, and being more particularly described in that certain Easement agreement dated April 12, 1961, from Sarah B. Scott, et al, and Martha Ann Baxter to Humble Oil & Refining Company, and being the same land conveyed by F.T. Linder to F.R. Baxter by deed dated June 18, 1913, and recorded in Volume 67, Page 55 of the Deed Records of said County.

EXHIBIT A

PERSONAL PROPERTY

- 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 in 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.**

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

This Second Amendment to the First Amended and Restated Loan and Security Agreement (“Second Amendment”) is made and entered into effective the 30th day of April, 2021 (the “Effective Date”), 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-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 **NAVITAS ASSETS, L.L.C.**, a Delaware limited liability company (“NALLC”), **NAVITAS UTILITY CORPORATION**, a Nevada corporation (“NUC”), [REDACTED], an individual (“[REDACTED]”) and [REDACTED], an individual (“[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. 63rd 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 pursuant to which Borrowers executed and delivered to Lender certain Promissory Notes described therein;

WHEREAS, effective on March 29, 2019, Borrowers, Guarantors, and Lender entered into that certain First Amendment to the First Amended and Restated Loan and Security Agreement pursuant to which Lender extended to NUTX a Loan in the principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) (“Note M”) to fund the purchase of an unregulated natural gas distribution system, commonly known as the Rosenberg Gas Pipeline; and

WHEREAS, Borrowers and Guarantors have now requested that Lender extend to NKYNG a promissory note in the amount of \$660,000.00 in order to fund the purchase of the natural gas distribution system and related assets of Bud Rife commonly known as the Johnson County Gas System and the B & H Gas System; 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”)	\$ 4,801,000.00	FCFA
(b) Revolving Line of Credit Loan B (“Note B”)	\$ 250,000.00	NWLLC
(c) Term Loan C (“Note C”)	\$ 561,000.00	NTNNG

(d)	Term Loan D ("Note D")	\$ 301,968.53	NKYNG
(f)	Revolving Line of Credit Loan F ("Note F")	\$ 500,000.00	FCFA
(g)	Term Loan G ("Note G")	\$ 1,600,000.00	NKYNG
(j)	Revolving Line of Credit Loan J ("Note J")	\$ 100,000.00	NUTX
(k)	Revolving Line of Credit Loan K ("Note K")	\$ 100,000.00	NTNNG
(l)	Revolving Line of Credit Loan L ("Note L")	\$ 250,000.00	NKYNG
(m)	Term Loan M ("Note M")	\$ 550,000.00	NUTX
(n)	Term Loan N ("Note N")	\$ 660,000.00	NKYNG

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. As of the Effective Date, Section 1.12 of the Agreement shall be amended and restated as follows:

1.12. *"Guarantors" shall mean the following:*

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

2. Amendment to Loan Agreement. As of the Effective Date, Section 2.1 and 2.2 of the Agreement 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")	\$ 4,801,000.00	FCFA

(b) <i>Revolving Line of Credit Loan B ("Note B")</i>	\$ 250,000.00	NWLLC
(c) <i>Term Loan C ("Note C")</i>	\$ 561,000.00	NTNNG
(d) <i>Term Loan D ("Note D")</i>	\$ 301,968.53	NKYNG
(f) <i>Revolving Line of Credit Loan F ("Note F")</i>	\$ 500,000.00	FCFA
(g) <i>Term Loan G ("Note G")</i>	\$ 1,600,000.00	NKYNG
(j) <i>Revolving Line of Credit Loan J ("Note J")</i>	\$ 100,000.00	NUTX
(k) <i>Revolving Line of Credit Loan K ("Note K")</i>	\$ 100,000.00	NTNNG
(l) <i>Revolving Line of Credit Loan L ("Note L")</i>	\$ 250,000.00	NKYNG
(m) <i>Term Note M ("Note M")</i>	\$ 550,000.00	NUTX
(n) <i>Term Loan N ("Note N")</i>	\$ 660,000.00	NKYNG

2.2. **Notes.** *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, Note M, and Note N).*

3. **Amendment to Loan Agreement.** As of the Effective Date, the assets described on Exhibit "A" to this Second 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, NKYNG hereby grants to Lender a first priority security interest in the Collateral, including, but not limited, all assets described on Exhibit "A" to this Second Amendment.

4. **Amendment to Loan Agreement.** As of the Effective Date, Section 6.1 of the Loan Agreement shall be amended and restated as follows:

6.1 *Financial Statements.*

(a) (i) ***NALLC and NUC.*** *As soon as available, and in any event within one hundred eighty (180) days after the end of each fiscal year, NALLC and NUC shall provide to Lender complete annual audited consolidated financial statements (consisting of a balance sheet, income statement, cash flow statements, accounts receivable aging,*

accounts payable aging, and a schedule of notes payable with a description of the debt, note terms, and payment amounts), all in form and scope acceptable to Lender. These financial statements shall include accounts wherever maintained as of the end of such fiscal year. Said audit shall be performed by a Certified Public Accountant firm acceptable to Lender. (ii) **Guarantors.** Within one hundred twenty (120) days after the end of each calendar year, the Guarantors shall provide to Lender their respective complete financial statements (consisting of a balance sheet, income statement and net worth statement), all in form acceptable to Lender.

(b) Quarterly Financial Statements. Within sixty (60) days of each calendar quarter end, NALLC and NUC shall provide to Lender complete certified consolidated financial statements (consisting of a balance sheet, income statement, cash flow statement, accounts receivable aging, and accounts payable aging, and a schedule of notes payable with a description of the debt, note terms, and payment amounts, all in form and scope acceptable to Lender). The financial statements shall include accounts wherever maintained as of the end of such fiscal quarter. The financial statements shall be certified by Borrower to be accurate and complete.

(c) Tax Returns. Within thirty (30) days of the tax submittal deadline each Borrower and Guarantor shall provide to Lender a copy of their respective filed federal income tax return (with all schedules) for the prior calendar year. If extensions are filed said filer shall provide to Lender a copy of the extension applications.

(d) Annual Customer Report. Upon request of Lender, but in no event less often than annually, within one hundred twenty (120) days of the end of each fiscal year, Borrowers shall provide to Lender a complete Customer Report consisting of customer account numbers, names, addresses, further indicating whether the account is delinquent, and if so further detailing the delinquency, to the extent it will not violate the Oklahoma Corporation Commission's customer privacy limitations.

(e) Equipment Report. Upon request of Lender, but in no event less often than annually, within one hundred twenty (120) days of the end of each fiscal year, Borrowers shall provide to Lender a complete Equipment Report consisting of all machinery, equipment, and rolling stock owned by Borrowers.

(f) Additional Financial Reports. Upon request of Lender, Borrowers shall provide Financial Statements of any or all companies owned or managed by Borrowers in such form and substance and at such times as requested by Lender.

(g) Subordinated Indebtedness or Obligations: With the exception of the [REDACTED] Loan, until payment in full of the Loans, NUC, FCFA, NALLC, NWLLC, NTNNG, NTXU and NKYNG shall not repay any indebtedness or obligation to any stockholder, owner, officer, or affiliate without the consent of Lender.

(h) Other Information. Such other information concerning the business affairs of the Borrowers or others as the Lender might request from time to time.

5. Origination Fee. At closing, NKYNG shall pay to Lender a \$6,600.00 origination fee for Note N.

6. Accuracy of Recitals. Borrowers and Guarantors acknowledges the accuracy of the Recitals set forth above.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

[Signature Page Follows]

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 Second Amendment to Loan Agreement to be made effective as of, but not necessarily on, the date first above written.

BORROWERS:

**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-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

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

By: 
THOMAS E. HARTLINE, President

[Signature Page to Second Amendment to the First Amended and Restated Loan and Security Agreement]

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:

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

, an individual


, an individual

[Signature Page to Second Amendment to the First Amended and Restated Loan and Security Agreement]

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:

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

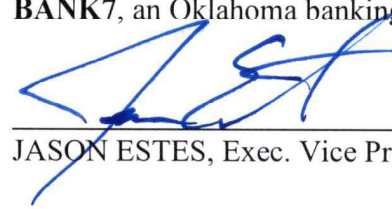
_____, an individual

_____, an individual

LENDER:

BANK7, an Oklahoma banking corporation

By:



JASON ESTES, Exec. Vice President

[Signature Page to Second Amendment to the First Amended and Restated Loan and Security Agreement]

EXHIBIT "A"

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.

AND

All assets conveyed to Navitas KY NG, LLC by Bud Rife pursuant to that certain Asset Purchase Agreement for the purchase of the Natural Gas Distribution System and Related Assets of Seller, commonly referred to as the Johnson County Gas System and the B & H Gas System.

, an Oklahoma limited liability company d/b/a
 (“FCFA”), , an Oklahoma limited liability
 company (“NWLLC”), , a Tennessee limited liability company
 (“NTNNG”), , a Kentucky limited liability company (“NKYNG”) , a Texas limited liability company (“NUTX”) (herein
 collectively “Borrowers”) and , a Delaware limited liability company
 (“NALLC”), , a Nevada corporation (“NUC”),
 [REDACTED], an individual (“[REDACTED]”) and [REDACTED], an individual
 (“[REDACTED]”) (herein collectively “Guarantors”), of 3186-D Airway Avenue, Costa Mesa, CA
 92626, and , an Oklahoma banking corporation (“Bank 7” or “Lender”), 1039 N.W. 63rd
 Street, Oklahoma City, OK 73116.

, effective on March 29, 2019, Borrowers, Guarantors, and Lender entered into that certain First Amendment to the First Amended and Restated Loan and Security Agreement pursuant to which Lender extended to NUTX a Loan in the principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) (“Note M”) to fund the purchase of an unregulated natural gas distribution system, commonly known as the Rosenberg Gas Pipeline;

, Borrowers and Guarantors have now requested that Lender extend to FCFA a promissory note in the amount of **\$490,154.07** in order to reimburse FCFA for extraordinary natural gas costs attributed to the extreme temperatures experienced by Oklahoma in February of 2021.

Navitas KY NG, LLC
Case No. 2024-00252
Attachment 7(a) to Application
Page 166 of 177

		<u>Amount</u>	<u>Borrower</u>
(a)	Term Loan A (“Note A”)	\$ 4,801,000.00	FCFA
(b)	Revolving Line of Credit Loan B (“Note B”)	\$ 250,000.00	NWLLC
(c)	Term Loan C (“Note C”)	\$ 561,000.00	NTNNG
(d)	Term Loan D (“Note D”)	\$ 301,968.53	NKYNG
(f)	Revolving Line of Credit Loan F (“Note F”)	\$ 500,000.00	FCFA
(g)	Term Loan G (“Note G”)	\$ 1,600,000.00	NKYNG
(j)	Revolving Line of Credit Loan J (“Note J”)	\$ 100,000.00	NUTX
(k)	Revolving Line of Credit Loan K (“Note K”)	\$ 100,000.00	NTNNG
(l)	Revolving Line of Credit Loan L (“Note L”)	\$ 250,000.00	NKYNG
(m)	Term Loan M (“Note M”)	\$ 550,000.00	NUTX
(n)	Term Loan N (“Note N”)	\$ 660,000.00	NKYNG
(o)	Term Loan O (“Note O”)	\$ 490,145.07	FCFA

, 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. As of the Effective Date, Section 1.12 of the Agreement shall be amended and restated as follows:



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

and 2.2 of the Agreement shall be amended and restated as follows:

AUTHORITY L.L.C.	FORT COBB OKLAHOMA IRRIGATION FUEL
AUTHORITY, L.L.C.	FORT COBB FUEL
	NAVITAS-WINSTAR, LLC
	NAVITAS TN NG, LLC
	NAVITAS KY NG, LLC
NAVITAS UTILITY TEXAS, LLC	
	NAVITAS ASSETS, L.L.C.
	NAVITAS UTILITY CORPORATION

BANK7

WITNESSETH:

WHEREAS

WHEREAS

WHEREAS

WHEREAS

2.2.

WHEREAS	At closing, FCFA shall pay to Lender a	\$4,852.92
WHEREAS	origination fee for Note O.	

4. Accuracy of Recitals. Borrowers and Guarantors acknowledges the accuracy of the Recitals set forth above.

5. 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.

6. 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.

NOW, THEREFORE 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 and against all 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 and the Loan Documents, arising from events occurring prior the date of this Agreement.~~ *NUC – Notes B, F, J, K, and L*

(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 ~~fees~~ **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"):

10. 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.~~

(b) Integration, Entire Agreement, Change of 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, ~~terms, conditions, 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.~~

(f) Revolving Line of Credit Loan \$ 500,000.00 FCFA
12. 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 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. Revolving Line of Credit Loan J \$ 100,000.00 NUTX
("Note J")

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

(l) Revolving Line of Credit This Agreement is a modification and amendment only and not a novation. "Note J" 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. ~~References to the Loan Documents and 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.~~ \$ 660,000.00 NKYNG

(o) Term Loans 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. ~~Notes and Assigns~~ 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, Note M, Note N, and Note O).

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 Third Amendment to be made effective as of, but not necessarily on, the date first above written.

BORROWERS:


**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-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

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

By: 
THOMAS E. HARTLINE, President

[Signature Page to Third Amendment to the First Amended and Restated Loan and Security Agreement]

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:

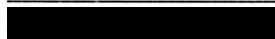
NAVITAS ASSETS, L.L.C., a Delaware limited liability company

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

 , an individual

[Signature Page


 , an individual

[Signature Page to Third Amendment to the First Amended and Restated Loan and Security Agreement]

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:

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

_____, an individual

_____, an individual

[Signature Page to Third Amendment to the First Amended and Restated Loan and Security Agreement]

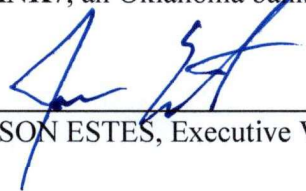
LENDER: , an Oklahoma banking corporation

By: JASON ESTES, Executive Vice President

LENDER:

BANK7, an Oklahoma banking corporation

By:



JASON ESTES, Executive Vice President

[Signature Page to Third Amendment to the First Amended and Restated Loan and Security Agreement]

BANK7

