

ATTACHMENT 7(d)

Note L &

Amortization Schedule

[REDACTED]

B

AMENDED AND RESTATED
REVOLVING LINE OF CREDIT LOAN L PROMISSORY NOTE
(NOTE L)

[REDACTED] Effective September 13, 2021

FOR VALUE RECEIVED, NAVITAS KY NG, LLC, a Kentucky limited liability company (hereinafter referred to as the "Borrower"), unconditionally promises to pay to the order of BANK7, an Oklahoma banking corporation ("Lender"), at 1039 NW 63rd Street, Oklahoma City, OK 73116, or at such other place as may be designated in writing by the holder of this promissory note, the principal amount not to exceed [REDACTED], together with interest thereon at the rate hereinafter specified.

INTEREST RATE. Interest shall accrue on the unpaid principal balance of this loan at the [REDACTED] adjusted on the date of change and adjusted for any minimum or maximum rate limitations described below, resulting in an initial rate of [REDACTED]. Interest on this Note shall be computed on the basis of a 360-day year. [REDACTED] or a similar substitute rate determined by the Lender in its sole discretion as most nearly approximating that rate in the case this [REDACTED]. Each change in [REDACTED] shall become effective without notice (which notice is hereby waived) on the date of change. Notwithstanding the foregoing, the Interest Rate shall not at any time be less than [REDACTED] per annum.

PAYMENT TERMS. Beginning September 15, 2021, and on the fifteenth (15th) day of every month thereafter, Borrower shall pay Lender a payment of accrued interest only. Borrower may borrow funds under the Note, repay such funds, and reborrow at any time or from time to time, from the date hereof to and including twenty (20) days prior to the Maturity Date or an Event of Default, whichever is earlier. Advances under the Note may not at any time exceed the face amount of the Note. All advances requested under the Note shall be in accordance with the terms of the First Amended and Restated Loan and Security Agreement dated December 8, 2017 (as amended, modified, and/or renewed, the "Loan Agreement"). All sums due under this Note shall be paid in full on the Maturity Date of [REDACTED].

DEFAULT INTEREST: Any sum not paid within ten (10) days of when due shall bear interest at a rate of [REDACTED] per annum greater than the per annum interest rate prevailing on this Note at the time the unpaid amount came due, but in no event at a rate less than [REDACTED] per annum.

NO NOVATION. This Note is executed, delivered, and accepted not in payment of, but to amend and restate the terms of that certain Revolving Line of Credit Loan L Promissory Note (Note L) dated December 8, 2017, in the original principal amount of [REDACTED] ("Prior Note"). All security documents which secure repayment of the Prior Note shall continue in full force and effect, as may be amended, as security for this Note and the indebtedness evidenced hereby.

The Lender's records of advances and repayments will be prima facie evidence of the amount owed by the Borrower to the Lender with respect to this Note, in the absence of manifest error.

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

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

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

At any time additional payments may be made to be credited to principal. Monthly payments shall not be reduced as a result of any prepayments.

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

Borrower expressly stipulates and agrees that it is the intent of Borrower and Lender at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Lender to contract for, charge, take, reserve, or receive a greater amount of interest than under state law) and that this section shall control every other covenant and agreement in this Note and the other Loan Documents. If the applicable law (state or federal) is ever judicially interpreted so as to render usurious any amount called for under the

Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Note, or if Lender's exercise of the option to accelerate the maturity of the Note, or if any prepayment by Borrower results in Borrower's having paid any interest in excess of that permitted by applicable law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender shall be credited on the principal balance of the Note (or, if the Note has been or would thereby be paid in full, refunded to Borrower), and the provisions of the Note and the other Loan Documents immediately shall be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the loan proceeds evidenced by the Note shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Note until payment in full so that the rate or amount of interest on account of the Note does not exceed the maximum rate permitted under applicable law from time to time in effect and applicable to the Note for so long as the Note is outstanding. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

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

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

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

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

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

the date of this Note and/or based upon acts or omissions occurring prior to the date of this Note) to the enforcement of this Note.

IN WITNESS WHEREOF, Borrower has executed this instrument this 13th day of September 13, 2021, and made effective as of the date first above appearing.

“BORROWER”

NAVITAS KY NG, LLC, a Kentucky limited liability company

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

By: 
THOMAS E. HARTLINE, President

[REDACTED]


EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (the “Agreement”) is made effective the 8th day of April, 2022, by and between **NAVITAS KY NG, LLC**, a Kentucky limited liability company (the “Borrower”), and **BANK7**, an Oklahoma banking corporation (the “Lender”), and is in reference to that certain promissory note described below.

R E C I T A L S

WHEREAS, Lender is the owner and holder of that certain Promissory Note from Borrower to Lender dated effective September 13, 2021, in the principal amount of [REDACTED] (as amended, extended, modified and/or renewed, the “Note”);

WHEREAS, at the request of Borrower, Lender has agreed to extend the time for payment of the Note to [REDACTED], subject to the terms and conditions set forth below; and

WHEREAS, in consideration of said extension, Borrower agrees to pay to Lender (1) a monthly payment of accrued interest on May 15, 2022 and June 15, 2022 and (2) the principal sum of the Note at its maturity date as hereby extended, with interest thereon, until fully paid.

T E R M S

NOW THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt of which is acknowledged, it is agreed:

1. Extension of Term. The Maturity Date of the Note is hereby extended to [REDACTED]
2. Payment Terms. On May 15, 2022 and June 15, 2022, Borrower shall pay to Lender a payment of accrued interest only. On the Maturity Date, as hereby extended, Borrower agrees to pay Lender all outstanding Indebtedness under the Note, including without limitation, all unpaid principal and accrued, unpaid interest.
3. Interest Rate. Interest shall accrue on the unpaid principal balance of the Note in accordance with terms of the Note.
4. Note Terms Incorporated. This Agreement is only an extension of the Note and not a novation. Except as provided in this Agreement, all terms and conditions of the original Note and all loan agreements executed in connection with said Note shall remain in full force and effect. Said Note is hereby incorporated by reference as if fully stated herein.
5. Effectiveness of Related Documents. Except as specifically modified by the terms and provisions hereof, each and every term and provision of the Related Documents are and shall remain in full force and effect and are hereby assumed, ratified, and confirmed; and the execution, delivery, and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lender under any of the Related Documents nor constitute a waiver of any provision of any of the Related Documents. The parties

hereto agree that the modifications herein contained to the Related Documents shall not affect or impair the Related Documents or any lien(s) securing the same.

6. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

7. Governing Law. The terms and provisions hereof shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be amended only in writing, executed by all parties herein.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement to be made effective as of, but not necessarily on, the day and year first above written.

BORROWER:

NAVITAS KY NG, LLC, a Kentucky limited liability company

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

By:


Thomas E. Hartline, President

LENDER:

BANK7, an Oklahoma banking corporation

By:


Jason Estes, Executive Vice President

[REDACTED] 

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (the "Agreement") is made effective the 1st day of August, 2022, by and between NAVITAS KY NG, LLC, a Kentucky limited liability company (the "Borrower"), and BANK7, an Oklahoma banking corporation (the "Lender"), and is in reference to that certain promissory note described below.

RECITALS

WHEREAS, Lender is the owner and holder of that certain Amended and Restated Revolving Line of Credit Loan L Promissory Note from Borrower to Lender dated effective September 13, 2021, in the principal amount of [REDACTED] (as amended, extended, modified and/or renewed, the "Note");

WHEREAS, at the request of Borrower, Lender has agreed to extend the time for payment of the Note to [REDACTED] subject to the terms and conditions set forth below; and

WHEREAS, in consideration of said extension, Borrower agrees to pay to Lender (1) monthly payments of accrued interest and (2) the principal sum of the Note at its maturity date as hereby extended, with interest thereon, until fully paid.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt of which is acknowledged, it is agreed:

1. Extension of Term. The Maturity Date of the Note is hereby extended to [REDACTED].
2. Payment Terms. On September 1, 2022, and on the first (1st) day of each month thereafter, Borrower shall pay to Lender a payment of accrued interest only. On the Maturity Date, as hereby extended, Borrower agrees to pay Lender all outstanding Indebtedness under the Note, including without limitation, all unpaid principal and accrued, unpaid interest.
3. Interest Rate. As of the date of this Agreement, Borrower and Lender hereby agree that the grammatical paragraph of the Note titled "INTEREST RATE" shall be amended and restated as follows:

***INTEREST RATE.** Interest shall accrue on the principal balance of this loan at the rate of [REDACTED] adjusted on the date of change, resulting in an initial rate of [REDACTED]. Interest on this Note shall be computed on the basis of a 360-day year.*

[REDACTED] or a similar substitute rate determined by the Lender in its sole discretion as most nearly approximating that rate in the case this [REDACTED]. Each change in [REDACTED] shall become effective without notice (which notice is hereby waived) on the date of change. Notwithstanding the foregoing, the Interest Rate

[REDACTED]

shall not at any time be less than [REDACTED] per annum.

4. Acknowledgment of Debt. Borrower acknowledges, stipulates, and agrees that as of August 1, 2022, there is due and owing to Lender under the Note the principal sum of [REDACTED] and that Borrower is indebted to Lender without any defense thereto for the full amount thereof, whether by way of affirmative defense or offset, and whether at law or in equity.

5. Payment of Interest. Borrower shall pay to Lender the accrued, unpaid interest owing under the Note up to the date of this Agreement, which equals [REDACTED]

6. Note Terms Incorporated. This Agreement is only an extension of the Note and not a novation. Except as provided in this Agreement, all terms and conditions of the original Note and all loan agreements executed in connection with said Note shall remain in full force and effect. Said Note is hereby incorporated by reference as if fully stated herein.

7. Effectiveness of Related Documents. Except as specifically modified by the terms and provisions hereof, each and every term and provision of the Related Documents are and shall remain in full force and effect and are hereby assumed, ratified, and confirmed; and the execution, delivery, and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lender under any of the Related Documents nor constitute a waiver of any provision of any of the Related Documents. The parties hereto agree that the modifications herein contained to the Related Documents shall not affect or impair the Related Documents or any lien(s) securing the same.

8. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

9. Governing Law. The terms and provisions hereof shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be amended only in writing, executed by all parties herein.

[Signature page follows]

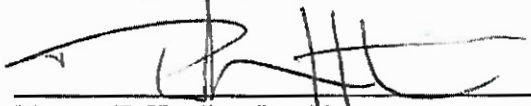
[REDACTED]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement to be made effective as of, but not necessarily on, the day and year first above written.

BORROWER:

NAVITAS KY NG, LLC, a Kentucky limited liability company

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

By: 
Thomas E. Hartline, President

LENDER:

BANK7, an Oklahoma banking corporation

By: 
Jason Estes, Executive Vice President

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (the “Agreement”) is made effective the 1st day of September, 2023, by and between NAVITAS KY NG, LLC, a Kentucky limited liability company (the “Borrower”), and BANK7, an Oklahoma banking corporation (the “Lender”), and is in reference to that certain promissory note described below.

RECITALS

WHEREAS, Lender is the owner and holder of that certain Revolving Line of Credit Loan B Promissory Note from Borrower to Lender dated effective September 13, 2021, in the principal amount of (as amended, extended, modified and/or renewed, the “Note”);

WHEREAS, at the request of Borrower, Lender has agreed to extend the time for payment of the Note to , subject to the terms and conditions set forth below; and

WHEREAS, in consideration of said extension, Borrower agrees to pay to Lender (1) a payment of accrued interest on October 1, 2023 and (2) the principal sum of the Note at its maturity date as hereby extended, with interest thereon, until fully paid.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt of which is acknowledged, it is agreed:

1. Extension of Term. The Maturity Date of the Note is hereby extended to
2. Payment Terms. On October 1, 2023, Borrower shall pay to Lender a payment of accrued interest only. On the Maturity Date, as hereby extended, Borrower agrees to pay Lender all outstanding Indebtedness under the Note, including without limitation, all unpaid principal and accrued, unpaid interest.
3. Interest Rate. Interest shall accrue on the unpaid principal balance of the Note in accordance with terms of the Note.
4. Acknowledgment of Debt. Borrower acknowledges, stipulates, and agrees that as of September 1, 2023, there is due and owing to Lender under the Note the principal sum of , and that Borrower is indebted to Lender without any defense thereto for the full amount thereof, whether by way of affirmative defense or offset, and whether at law or in equity.
5. Payment of Interest. Contemporaneously with the execution of this Agreement, Borrower shall pay to Lender the accrued, unpaid interest owing under the Note up to the date of this Agreement, which equals .
6. Note Terms Incorporated. This Agreement is only an extension of the Note



and not a novation. Except as provided in this Agreement, all terms and conditions of the original Note and all loan agreements executed in connection with said Note shall remain in full force and effect. Said Note is hereby incorporated by reference as if fully stated herein.

7. Effectiveness of Related Documents. Except as specifically modified by the terms and provisions hereof, each and every term and provision of the Related Documents are and shall remain in full force and effect and are hereby assumed, ratified, and confirmed; and the execution, delivery, and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lender under any of the Related Documents nor constitute a waiver of any provision of any of the Related Documents. The parties hereto agree that the modifications herein contained to the Related Documents shall not affect or impair the Related Documents or any lien(s) securing the same.

8. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

9. Governing Law. The terms and provisions hereof shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be amended only in writing, executed by all parties herein.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement to be made effective as of, but not necessarily on, the day and year first above written.

BORROWER:

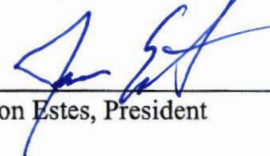
NAVITAS KY NG, LLC, a Kentucky limited liability company

By: **NAVITAS UTILITY CORPORATION**, a Nevada corporation, its Sole Member

By: 
Thomas E. Hartline, President

LENDER:

BANK7, an Oklahoma banking corporation

By: 
Jason Estes, President

[REDACTED]

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (the “Agreement”) is made effective the 1st day of November, 2023, by and between NAVITAS KY NG, LLC, a Kentucky limited liability company (the “Borrower”), and BANK7, an Oklahoma banking corporation (the “Lender”), and is in reference to that certain promissory note described below.

R E C I T A L S

WHEREAS, Lender is the owner and holder of that certain Revolving Line of Credit Loan L Promissory Note from Borrower to Lender dated effective September 13, 2021, in the principal amount of [REDACTED] (as amended, extended, modified and/or renewed, the “Note”);

WHEREAS, at the request of Borrower, Lender has agreed to extend the time for payment of the Note to [REDACTED], subject to the terms and conditions set forth below; and

WHEREAS, in consideration of said extension, Borrower agrees to pay to Lender (1) a payment of accrued interest on December 1, 2023 and January 1, 2024 and (2) the principal sum of the Note at its maturity date as hereby extended, with interest thereon, until fully paid.

T E R M S

NOW THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt of which is acknowledged, it is agreed:

1. Extension of Term. The Maturity Date of the Note is hereby extended to [REDACTED]
2. Payment Terms. On December 1, 2023 and January 1, 2024, Borrower shall pay to Lender a payment of accrued interest only. On the Maturity Date, as hereby extended, Borrower agrees to pay Lender all outstanding Indebtedness under the Note, including without limitation, all unpaid principal and accrued, unpaid interest.
3. Interest Rate. Interest shall accrue on the unpaid principal balance of the Note in accordance with terms of the Note.
4. Acknowledgment of Debt. Borrower acknowledges, stipulates, and agrees that as of November 1, 2023, there is due and owing to Lender under the Note the principal sum of [REDACTED], and that Borrower is indebted to Lender without any defense thereto for the full amount thereof, whether by way of affirmative defense or offset, and whether at law or in equity.
5. Payment of Interest. Contemporaneously with the execution of this Agreement, Borrower shall pay to Lender the accrued, unpaid interest owing under the Note up to the date of this Agreement, which equals [REDACTED]
6. Note Terms Incorporated. This Agreement is only an extension of the Note



and not a novation. Except as provided in this Agreement, all terms and conditions of the original Note and all loan agreements executed in connection with said Note shall remain in full force and effect. Said Note is hereby incorporated by reference as if fully stated herein.

7. Effectiveness of Loan Documents. Except as specifically modified by the terms and provisions hereof, each and every term and provision of the Loan Documents are and shall remain in full force and effect and are hereby assumed, ratified, and confirmed; and the execution, delivery, and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lender under any of the Loan Documents nor constitute a waiver of any provision of any of the Loan Documents. The parties hereto agree that the modifications herein contained to the Loan Documents shall not affect or impair the Loan Documents or any lien(s) securing the same.

8. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

9. Governing Law. The terms and provisions hereof shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be amended only in writing, executed by all parties herein.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement to be made effective as of, but not necessarily on, the day and year first above written.

BORROWER:

NAVITAS KY NG, LLC, a Kentucky limited liability company

By: NAVITAS UTILITY CORPORATION, a Nevada corporation, its Sole Member

By: 
Thomas E. Hartline, President

LENDER:

BANK7, an Oklahoma banking corporation

By: 
Jason Estes, President

[REDACTED]

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (the "Agreement") is made effective the 18th day of March, 2024, by and between NAVITAS KY NG, LLC, a Kentucky limited liability company (the "Borrower"), and BANK7, an Oklahoma banking corporation (the "Lender"), and is in reference to that certain promissory note described below.

RECITALS

WHEREAS, Lender is the owner and holder of that certain Revolving Line of Credit Loan L Promissory Note from Borrower to Lender dated effective September 13, 2021, in the principal amount of [REDACTED] (as amended, extended, modified and/or renewed, the "Note");

WHEREAS, at the request of Borrower, Lender has agreed to extend the time for payment of the Note to [REDACTED] subject to the terms and conditions set forth below; and

WHEREAS, in consideration of said extension, Borrower agrees to pay to Lender (i) a payment of accrued interest on April 1, 2024 and (ii) the principal sum of the Note at its maturity date as hereby extended, with interest thereon, until fully paid.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt of which is acknowledged, it is agreed:

1. Extension of Term. The Maturity Date of the Note is hereby extended to [REDACTED]
2. Payment Terms. On April 1, 2024, Borrower shall pay to Lender a payment of accrued interest only. On the Maturity Date, as hereby extended, Borrower agrees to pay Lender all outstanding obligations under the Note, including without limitation, all unpaid principal and accrued, unpaid interest.
3. Interest Rate. Interest shall accrue on the unpaid principal balance of the Note in accordance with terms of the Note.
4. Acknowledgment of Debt. Borrower acknowledges, stipulates, and agrees that as of March 18, 2024, there is due and owing to Lender under the Note the principal sum of [REDACTED] and that Borrower is indebted to Lender without any defense thereto for the full amount thereof, whether by way of affirmative defense or offset, and whether at law or in equity.
5. Payment of Interest. Contemporaneously with the execution of this Agreement, Borrower shall pay to Lender the accrued, unpaid interest owing under the Note up to the date of this Agreement, which equals [REDACTED]
6. Note Terms Incorporated. This Agreement is only an extension of the Note

and not a novation. Except as provided in this Agreement, all terms and conditions of the original Note and all loan agreements executed in connection with said Note shall remain in full force and effect. Said Note is hereby incorporated by reference as if fully stated herein.

7. Effectiveness of Related Documents. Except as specifically modified by the terms and provisions hereof, each and every term and provision of the Related Documents are and shall remain in full force and effect and are hereby assumed, ratified, and confirmed; and the execution, delivery, and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lender under any of the Related Documents nor constitute a waiver of any provision of any of the Related Documents. The parties hereto agree that the modifications herein contained to the Related Documents shall not affect or impair the Related Documents or any lien(s) securing the same.

8. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

9. Governing Law. The terms and provisions hereof shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be amended only in writing, executed by all parties herein.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement to be made effective as of, but not necessarily on, the day and year first above written.

BORROWER:

NAVITAS KY NG, LLC, a Kentucky limited liability company

By: NAVITAS UTILITY CORPORATION, a Nevada corporation, its Sole Member

By:

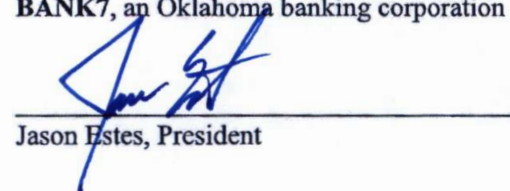


Thomas E. Hartline, President

LENDER:

BANK7, an Oklahoma banking corporation

By:



Jason Estes, President

[REDACTED]

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (the "Agreement") is made effective the 18th day of June, 2024, by and between NAVITAS KY NG, LLC, a Kentucky limited liability company (the "Borrower"), and BANK7, an Oklahoma banking corporation (the "Lender"), and is in reference to that certain promissory note described below.

RECITALS

WHEREAS, Lender is the owner and holder of that certain Revolving Line of Credit Loan L Promissory Note from Borrower to Lender dated effective September 13, 2021, in the principal amount of [REDACTED] (as amended, extended, modified and/or renewed, the "Note");

WHEREAS, at the request of Borrower, Lender has agreed to extend the time for payment of the Note to [REDACTED], subject to the terms and conditions set forth below; and

WHEREAS, in consideration of said extension, Borrower agrees to pay to Lender the principal sum of the Note at its maturity date as hereby extended, with interest thereon, until fully paid.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt of which is acknowledged, it is agreed:

1. Extension of Term. The Maturity Date of the Note is hereby extended to [REDACTED].
2. Payment Terms. On the Maturity Date, as hereby extended, Borrower agrees to pay Lender all outstanding Indebtedness under the Note, including without limitation, all unpaid principal and accrued, unpaid interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs.
3. Interest Rate. Interest shall accrue on the unpaid principal balance of the Note in accordance with terms of the Note.
4. Acknowledgment of Debt. Borrower acknowledges, stipulates, and agrees that as of June 18, 2024, there is due and owing to Lender under the Note the principal sum of [REDACTED] and that Borrower is indebted to Lender without any defense thereto for the full amount thereof, whether by way of affirmative defense or offset, and whether at law or in equity.
5. Payment of Interest. Contemporaneously with the execution of this Agreement, Borrower shall pay to Lender the accrued, unpaid interest owing under the Note up to the date of this Agreement, which equals [REDACTED].



6. Note Terms Incorporated. This Agreement is only an extension of the Note and not a novation. Except as provided in this Agreement, all terms and conditions of the original Note and all loan agreements executed in connection with said Note shall remain in full force and effect. Said Note is hereby incorporated by reference as if fully stated herein.

7. Effectiveness of Related Documents. Except as specifically modified by the terms and provisions hereof, each and every term and provision of the Related Documents are and shall remain in full force and effect and are hereby assumed, ratified, and confirmed; and the execution, delivery, and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lender under any of the Related Documents nor constitute a waiver of any provision of any of the Related Documents. The parties hereto agree that the modifications herein contained to the Related Documents shall not affect or impair the Related Documents or any lien(s) securing the same.

8. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

9. Governing Law. The terms and provisions hereof shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.


10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be amended only in writing, executed by all parties herein.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement to be made effective as of, but not necessarily on, the day and year first above written.

BORROWER:

NAVITAS KY NG, LLC, a Kentucky limited liability company

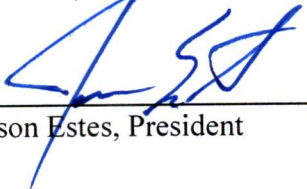
By: **NAVITAS UTILITY CORPORATION,** a Nevada corporation, its Sole Member

By: 

 Thomas E. Hartline, President

LENDER:

BANK7, an Oklahoma banking corporation

By: 

 Jason Estes, President