

Attachment J

JUDGMENT NOTE

\$2,608,630.75

_____, 2024

FOR VALUE RECEIVED, the undersigned, **PL Utilities LLC**, a Pennsylvania limited liability company of Erie County, Pennsylvania, hereinafter, the "Borrower," promises to pay to **Jacob Goren**, hereinafter the "Lender," the principal sum of Two Million Six Hundred Eight Thousand Six Hundred Thirty and 75/100 Dollars, as follows:

1. Interest. This Note shall not bear interest.
2. Payments. Payments on this Note shall be payable at _____, or at such other place as the Lender may designate. No payments are required hereunder until July 1, 2029. Beginning on July 1, 2029, payments shall be made in two hundred forty (240) equal installments of Ten Thousand Eight Hundred Sixty-Nine and 29/100 Dollars (\$10,869.29), with each payment made on the first day of each month thereafter, until the outstanding principal is fully paid. The final payment of principal, if not sooner paid, shall be due and payable on June 1, 2049.
3. Prepayments. The Borrower shall have the right from time to time to prepay this Note in whole or in part, but no partial prepayment shall postpone the due date. Any prepayment shall be credited first to lawful charges accrued on this Note and the remainder to the reduction of the outstanding principal balance of this Note in the inverse order of maturity.
4. Late Payment. If any payment required to be made under this Note shall not be received by Lender within thirty (30) days after the due date, the Borrower shall pay to the Lender a late charge of five percent (5%) of the overdue payment.
5. Events of Default. Each of the following shall constitute an event of default ("Event of Default") under this Note:
 - (a) The failure by the Borrower to pay, within thirty (30) days of when due, any installment of the principal or interest due on or under this Note; or upon the occurrence of an Event of Default under any other obligation owed by the Borrower to the Lender;
 - (b) Any representation or warranty made by the Borrower to the Lender in connection herewith, or in any agreement or instrument referred to herein or therein, or which shall prove to have been false or misleading when made in any material respect;
 - (c) Whenever there shall exist a default or failure to observe, perform or abide by or carry out any covenant, representation, warranty, agreement or provision by: (i) the Borrower under this Note; or (ii) the Borrower under any other agreement, document or instrument referred to herein, or given as

security hereunder, which shall not have been cured or waived within thirty (30) days after written notice from the Lender of its occurrence, unless, during said thirty (30) day period, the party has begun to cure such default and is diligently proceeding in good faith to cure such default, provided, however, that any such default must be remedied within ninety (90) days after receipt of such written notice of the occurrence of the default;

- (d) The attempted or actual dissolution or reorganization of the Borrower; or
- (e) Upon the insolvency or business failure of the Borrower, or the appointment of a custodian, trustee, liquidator or receiver for the Borrower, or for any of the property of the Borrower, or an assignment for the benefit of creditors by the Borrower or the filing of a petition under any bankruptcy, insolvency or debtor's relief law, or for any readjustment of indebtedness, composition or extension by or against the Borrower or any person liable to the Lender for any of the obligations of the Borrower.

6. Remedies Upon Default. If an Event of Default occurs hereunder, pursuant to Sections 5(a) through (d), above, and if such default is not resolved within thirty (30) days, the Lender shall have all remedies available herein. Specifically, Lender may declare all obligations of Borrower to Lender, including those evidenced by this Note, immediately due and payable, and the same shall thereupon become immediately due and payable without any further action on the part of the Lender. Upon the occurrence of any Event of Default in Section 5(e), above, all obligations of Borrower to Lender, including those evidenced by this Note, shall immediately become due and payable without any action on the part of the Lender, unless waived by the Lender.

The remedies of the Lender under this Note or any other agreement or instrument referred to herein or therein are cumulative and concurrent, and may be pursued singularly, successively or together against the Borrower and/or any collateral securing any payment required to be made under this Note, or any of the foregoing agreements, documents or instruments. The failure to exercise any such remedies shall in no event be construed as a waiver or release of the same.

7. Waivers. The Lender shall not be deemed, by any act of omission or commission, to have waived any of their rights or remedies hereunder unless such waiver is in writing and signed by the Lender, and then only to the extent specifically set forth in such writing. A waiver as to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to the same or any other subsequent event. Except as otherwise expressly provided for herein, presentment, notice of nonpayment, notice of dishonor, protest, notice of protest, or any other notice of any kind in connection with this Note are hereby expressly waived.

8. Notices. Any notice or consent required hereunder shall be in writing and shall be delivered to:

If to Lender:

If to Borrower:

9. Successors and Assigns. This Note shall bind Borrower and its successors and assigns, and the benefits hereof shall inure to the Lender and his successors and assigns. All references herein to "Borrower" shall be deemed to apply to Borrower and to its successors and assigns, and all references herein to "Lender" shall be deemed to apply to Lender and its successors and assigns.

10. Security. This Note is secured by that certain Security Agreement between the Borrower and Lender, dated of even date herewith.

11. Governing Law. This Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania.

12. CONFESSION OF JUDGMENT. BORROWER DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR BORROWER AND, WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST BORROWER IN ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA AT ANY TIME AFTER THE DATE OF THIS NOTE AND WHETHER OR NOT A REQUEST FOR PAYMENT OF THIS NOTE HAS BEEN MADE, IN FAVOR OF LENDER, FOR THE UNPAID PRINCIPAL BALANCE OF THIS NOTE AND ALL INTEREST ACCRUED HEREON, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEYS' COMMISSION OF 10%, BUT IN NO EVENT LESS THAN \$1,000.00, FOR COLLECTION OF SUCH SUMS, AND BORROWER HEREBY FOREVER WAIVES AND RELEASES ANY AND ALL ERRORS IN SAID PROCEEDINGS AND WAIVES STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF AND MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS LENDER SHALL DEEM NECESSARY OR DESIRABLE.

13. Attorneys' Fees. In the event that any action is brought to enforce this Note or any portion hereof, or for damages allowed hereby, the prevailing party in any such action shall be entitled to recover their respective attorneys' fees, costs and expenses in any such enforcement or other action.

14. Acceleration Upon Sale. Upon the occurrence of (i) the sale of all or substantially all of the assets of the Borrower, or (ii) the sale of all or a majority of the equity interests of the Borrower, the Lender may declare all obligations of the Borrower to the Lender under this Note to be immediately due and payable.

IN WITNESS WHEREOF, the undersigned, as Borrower, intending to be legally bound, has executed this Note as of the day and year first above written with the intention that this Note shall constitute a sealed instrument.

BORROWER:

PL UTILITIES LLC

By: _____ (SEAL)
Jacob Goren, Member

Compounding Period: Monthly

Nominal Annual Rate: 0.000%

Cash Flow Data - Loans and Payments

| Event | Date | Amount | Number | Period | End Date |
|-----------|------------|--------------|--------|---------|------------|
| 1 Loan | 06/15/2024 | 2,608,630.75 | 1 | | |
| 2 Payment | 07/01/2029 | 10,869.29 | 240 | Monthly | 06/01/2049 |

TValue Amortization Schedule - Normal, 360 Day Year

| Date | Payment | Interest | Principal | Balance |
|--------------------|-------------------|-------------|-------------------|--------------|
| Loan 06/15/2024 | | | | 2,608,630.75 |
| 2024 Totals | 0.00 | 0.00 | 0.00 | |
| 1 07/01/2029 | 10,869.29 | 0.00 | 10,869.29 | 2,597,761.46 |
| 2 08/01/2029 | 10,869.29 | 0.00 | 10,869.29 | 2,586,892.17 |
| 3 09/01/2029 | 10,869.29 | 0.00 | 10,869.29 | 2,576,022.88 |
| 4 10/01/2029 | 10,869.29 | 0.00 | 10,869.29 | 2,565,153.59 |
| 5 11/01/2029 | 10,869.29 | 0.00 | 10,869.29 | 2,554,284.30 |
| 6 12/01/2029 | 10,869.29 | 0.00 | 10,869.29 | 2,543,415.01 |
| 2029 Totals | 65,215.74 | 0.00 | 65,215.74 | |
| 7 01/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,532,545.72 |
| 8 02/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,521,676.43 |
| 9 03/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,510,807.14 |
| 10 04/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,499,937.85 |
| 11 05/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,489,068.56 |
| 12 06/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,478,199.27 |
| 13 07/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,467,329.98 |
| 14 08/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,456,460.69 |
| 15 09/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,445,591.40 |
| 16 10/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,434,722.11 |
| 17 11/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,423,852.82 |
| 18 12/01/2030 | 10,869.29 | 0.00 | 10,869.29 | 2,412,983.53 |
| 2030 Totals | 130,431.48 | 0.00 | 130,431.48 | |
| 19 01/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,402,114.24 |
| 20 02/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,391,244.95 |
| 21 03/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,380,375.66 |
| 22 04/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,369,506.37 |
| 23 05/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,358,637.08 |
| 24 06/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,347,767.79 |
| 25 07/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,336,898.50 |

| | Date | Payment | Interest | Principal | Balance |
|--------------------|---------------|-------------------|-------------|-------------------|--------------|
| | 26 08/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,326,029.21 |
| | 27 09/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,315,159.92 |
| | 28 10/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,304,290.63 |
| | 29 11/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,293,421.34 |
| | 30 12/01/2031 | 10,869.29 | 0.00 | 10,869.29 | 2,282,552.05 |
| 2031 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| | 31 01/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,271,682.76 |
| | 32 02/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,260,813.47 |
| | 33 03/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,249,944.18 |
| | 34 04/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,239,074.89 |
| | 35 05/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,228,205.60 |
| | 36 06/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,217,336.31 |
| | 37 07/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,206,467.02 |
| | 38 08/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,195,597.73 |
| | 39 09/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,184,728.44 |
| | 40 10/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,173,859.15 |
| | 41 11/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,162,989.86 |
| | 42 12/01/2032 | 10,869.29 | 0.00 | 10,869.29 | 2,152,120.57 |
| 2032 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| | 43 01/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,141,251.28 |
| | 44 02/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,130,381.99 |
| | 45 03/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,119,512.70 |
| | 46 04/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,108,643.41 |
| | 47 05/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,097,774.12 |
| | 48 06/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,086,904.83 |
| | 49 07/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,076,035.54 |
| | 50 08/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,065,166.25 |
| | 51 09/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,054,296.96 |
| | 52 10/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,043,427.67 |
| | 53 11/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,032,558.38 |
| | 54 12/01/2033 | 10,869.29 | 0.00 | 10,869.29 | 2,021,689.09 |
| 2033 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| | 55 01/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 2,010,819.80 |
| | 56 02/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,999,950.51 |
| | 57 03/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,989,081.22 |
| | 58 04/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,978,211.93 |
| | 59 05/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,967,342.64 |
| | 60 06/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,956,473.35 |
| | 61 07/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,945,604.06 |
| | 62 08/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,934,734.77 |
| | 63 09/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,923,865.48 |
| | 64 10/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,912,996.19 |
| | 65 11/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,902,126.90 |

| | Date | Payment | Interest | Principal | Balance |
|--------------------|------------|-------------------|-------------|-------------------|--------------|
| 66 | 12/01/2034 | 10,869.29 | 0.00 | 10,869.29 | 1,891,257.61 |
| 2034 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 67 | 01/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,880,388.32 |
| 68 | 02/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,869,519.03 |
| 69 | 03/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,858,649.74 |
| 70 | 04/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,847,780.45 |
| 71 | 05/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,836,911.16 |
| 72 | 06/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,826,041.87 |
| 73 | 07/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,815,172.58 |
| 74 | 08/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,804,303.29 |
| 75 | 09/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,793,434.00 |
| 76 | 10/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,782,564.71 |
| 77 | 11/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,771,695.42 |
| 78 | 12/01/2035 | 10,869.29 | 0.00 | 10,869.29 | 1,760,826.13 |
| 2035 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 79 | 01/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,749,956.84 |
| 80 | 02/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,739,087.55 |
| 81 | 03/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,728,218.26 |
| 82 | 04/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,717,348.97 |
| 83 | 05/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,706,479.68 |
| 84 | 06/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,695,610.39 |
| 85 | 07/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,684,741.10 |
| 86 | 08/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,673,871.81 |
| 87 | 09/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,663,002.52 |
| 88 | 10/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,652,133.23 |
| 89 | 11/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,641,263.94 |
| 90 | 12/01/2036 | 10,869.29 | 0.00 | 10,869.29 | 1,630,394.65 |
| 2036 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 91 | 01/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,619,525.36 |
| 92 | 02/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,608,656.07 |
| 93 | 03/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,597,786.78 |
| 94 | 04/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,586,917.49 |
| 95 | 05/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,576,048.20 |
| 96 | 06/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,565,178.91 |
| 97 | 07/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,554,309.62 |
| 98 | 08/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,543,440.33 |
| 99 | 09/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,532,571.04 |
| 100 | 10/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,521,701.75 |
| 101 | 11/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,510,832.46 |
| 102 | 12/01/2037 | 10,869.29 | 0.00 | 10,869.29 | 1,499,963.17 |
| 2037 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 103 | 01/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,489,093.88 |

| | Date | Payment | Interest | Principal | Balance |
|--------------------|------------|-------------------|-------------|-------------------|--------------|
| 104 | 02/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,478,224.59 |
| 105 | 03/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,467,355.30 |
| 106 | 04/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,456,486.01 |
| 107 | 05/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,445,616.72 |
| 108 | 06/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,434,747.43 |
| 109 | 07/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,423,878.14 |
| 110 | 08/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,413,008.85 |
| 111 | 09/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,402,139.56 |
| 112 | 10/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,391,270.27 |
| 113 | 11/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,380,400.98 |
| 114 | 12/01/2038 | 10,869.29 | 0.00 | 10,869.29 | 1,369,531.69 |
| 2038 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 115 | 01/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,358,662.40 |
| 116 | 02/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,347,793.11 |
| 117 | 03/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,336,923.82 |
| 118 | 04/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,326,054.53 |
| 119 | 05/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,315,185.24 |
| 120 | 06/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,304,315.95 |
| 121 | 07/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,293,446.66 |
| 122 | 08/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,282,577.37 |
| 123 | 09/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,271,708.08 |
| 124 | 10/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,260,838.79 |
| 125 | 11/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,249,969.50 |
| 126 | 12/01/2039 | 10,869.29 | 0.00 | 10,869.29 | 1,239,100.21 |
| 2039 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 127 | 01/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,228,230.92 |
| 128 | 02/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,217,361.63 |
| 129 | 03/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,206,492.34 |
| 130 | 04/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,195,623.05 |
| 131 | 05/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,184,753.76 |
| 132 | 06/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,173,884.47 |
| 133 | 07/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,163,015.18 |
| 134 | 08/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,152,145.89 |
| 135 | 09/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,141,276.60 |
| 136 | 10/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,130,407.31 |
| 137 | 11/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,119,538.02 |
| 138 | 12/01/2040 | 10,869.29 | 0.00 | 10,869.29 | 1,108,668.73 |
| 2040 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 139 | 01/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,097,799.44 |
| 140 | 02/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,086,930.15 |
| 141 | 03/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,076,060.86 |
| 142 | 04/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,065,191.57 |
| 143 | 05/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,054,322.28 |

| | Date | Payment | Interest | Principal | Balance |
|--------------------|------------|-------------------|-------------|-------------------|--------------|
| 144 | 06/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,043,452.99 |
| 145 | 07/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,032,583.70 |
| 146 | 08/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,021,714.41 |
| 147 | 09/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 1,010,845.12 |
| 148 | 10/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 999,975.83 |
| 149 | 11/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 989,106.54 |
| 150 | 12/01/2041 | 10,869.29 | 0.00 | 10,869.29 | 978,237.25 |
| 2041 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 151 | 01/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 967,367.96 |
| 152 | 02/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 956,498.67 |
| 153 | 03/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 945,629.38 |
| 154 | 04/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 934,760.09 |
| 155 | 05/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 923,890.80 |
| 156 | 06/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 913,021.51 |
| 157 | 07/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 902,152.22 |
| 158 | 08/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 891,282.93 |
| 159 | 09/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 880,413.64 |
| 160 | 10/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 869,544.35 |
| 161 | 11/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 858,675.06 |
| 162 | 12/01/2042 | 10,869.29 | 0.00 | 10,869.29 | 847,805.77 |
| 2042 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 163 | 01/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 836,936.48 |
| 164 | 02/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 826,067.19 |
| 165 | 03/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 815,197.90 |
| 166 | 04/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 804,328.61 |
| 167 | 05/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 793,459.32 |
| 168 | 06/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 782,590.03 |
| 169 | 07/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 771,720.74 |
| 170 | 08/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 760,851.45 |
| 171 | 09/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 749,982.16 |
| 172 | 10/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 739,112.87 |
| 173 | 11/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 728,243.58 |
| 174 | 12/01/2043 | 10,869.29 | 0.00 | 10,869.29 | 717,374.29 |
| 2043 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 175 | 01/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 706,505.00 |
| 176 | 02/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 695,635.71 |
| 177 | 03/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 684,766.42 |
| 178 | 04/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 673,897.13 |
| 179 | 05/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 663,027.84 |
| 180 | 06/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 652,158.55 |
| 181 | 07/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 641,289.26 |
| 182 | 08/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 630,419.97 |
| 183 | 09/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 619,550.68 |

| | Date | Payment | Interest | Principal | Balance |
|--------------------|------------|-------------------|-------------|-------------------|------------|
| 184 | 10/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 608,681.39 |
| 185 | 11/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 597,812.10 |
| 186 | 12/01/2044 | 10,869.29 | 0.00 | 10,869.29 | 586,942.81 |
| 2044 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 187 | 01/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 576,073.52 |
| 188 | 02/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 565,204.23 |
| 189 | 03/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 554,334.94 |
| 190 | 04/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 543,465.65 |
| 191 | 05/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 532,596.36 |
| 192 | 06/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 521,727.07 |
| 193 | 07/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 510,857.78 |
| 194 | 08/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 499,988.49 |
| 195 | 09/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 489,119.20 |
| 196 | 10/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 478,249.91 |
| 197 | 11/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 467,380.62 |
| 198 | 12/01/2045 | 10,869.29 | 0.00 | 10,869.29 | 456,511.33 |
| 2045 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 199 | 01/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 445,642.04 |
| 200 | 02/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 434,772.75 |
| 201 | 03/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 423,903.46 |
| 202 | 04/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 413,034.17 |
| 203 | 05/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 402,164.88 |
| 204 | 06/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 391,295.59 |
| 205 | 07/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 380,426.30 |
| 206 | 08/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 369,557.01 |
| 207 | 09/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 358,687.72 |
| 208 | 10/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 347,818.43 |
| 209 | 11/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 336,949.14 |
| 210 | 12/01/2046 | 10,869.29 | 0.00 | 10,869.29 | 326,079.85 |
| 2046 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 211 | 01/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 315,210.56 |
| 212 | 02/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 304,341.27 |
| 213 | 03/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 293,471.98 |
| 214 | 04/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 282,602.69 |
| 215 | 05/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 271,733.40 |
| 216 | 06/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 260,864.11 |
| 217 | 07/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 249,994.82 |
| 218 | 08/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 239,125.53 |
| 219 | 09/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 228,256.24 |
| 220 | 10/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 217,386.95 |
| 221 | 11/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 206,517.66 |
| 222 | 12/01/2047 | 10,869.29 | 0.00 | 10,869.29 | 195,648.37 |

| | Date | Payment | Interest | Principal | Balance |
|---------------------|------------|---------------------|--------------|---------------------|------------|
| 2047 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 223 | 01/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 184,779.08 |
| 224 | 02/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 173,909.79 |
| 225 | 03/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 163,040.50 |
| 226 | 04/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 152,171.21 |
| 227 | 05/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 141,301.92 |
| 228 | 06/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 130,432.63 |
| 229 | 07/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 119,563.34 |
| 230 | 08/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 108,694.05 |
| 231 | 09/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 97,824.76 |
| 232 | 10/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 86,955.47 |
| 233 | 11/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 76,086.18 |
| 234 | 12/01/2048 | 10,869.29 | 0.00 | 10,869.29 | 65,216.89 |
| 2048 Totals | | 130,431.48 | 0.00 | 130,431.48 | |
| 235 | 01/01/2049 | 10,869.29 | 0.00 | 10,869.29 | 54,347.60 |
| 236 | 02/01/2049 | 10,869.29 | 0.00 | 10,869.29 | 43,478.31 |
| 237 | 03/01/2049 | 10,869.29 | 0.00 | 10,869.29 | 32,609.02 |
| 238 | 04/01/2049 | 10,869.29 | 0.00 | 10,869.29 | 21,739.73 |
| 239 | 05/01/2049 | 10,869.29 | 0.00 | 10,869.29 | 10,870.44 |
| 240 | 06/01/2049 | 10,869.29 | -1.15 | 10,870.44 | 0.00 |
| 2049 Totals | | 65,215.74 | -1.15 | 65,216.89 | |
| Grand Totals | | 2,608,629.60 | -1.15 | 2,608,630.75 | |

Last interest amount decreased by 1.15 due to rounding.

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|---|---|---|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 0.000% | \$-1.15 | \$2,608,630.75 | \$2,608,629.60 |

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SECURITY AGREEMENT

This Security Agreement is made, executed and delivered effective _____, 2024, by **PL Utilities LLC**, a Pennsylvania limited liability corporation, with a registered address of 8 Silk Mill Drive, Suite 215, Hawley, Pennsylvania 18428 (the “Borrower”) to **Jacob Goren** (the “Lender”).

WHEREAS, the Borrower has requested that Lender extend credit to Borrower pursuant to a Judgment Note, dated as of the same date above, in the total principal amount of Two Million Six Hundred Eight Thousand Six Hundred Thirty and 75/100 Dollars (\$2,608,630.75) (as the same may be amended, supplemented, extended, renewed or replaced from time to time, collectively the “Note”);

WHEREAS, in order to induce Lender to extend such credit pursuant to the terms of the Note, Borrower is entering into this Security Agreement to provide collateral security for all obligations under the Note.

NOW, THEREFORE, in consideration of the parties’ mutual promises and intending to be legally bound hereby, it is hereby agreed as follows:

1. Definitions. Unless otherwise defined herein or in the Note, or unless the context otherwise requires, all terms used herein which are defined in the Uniform Commercial Code (the “UCC”) as in effect in Pennsylvania, shall have the meanings therein stated. The following additional terms as used herein, shall have the following respective meanings:

“Collateral” means all assets of Borrower, including all tangible and intangible personal properties in which a security interest is granted pursuant to Section 3(A) hereof.

“Inventory” means all goods, property, merchandise, and other assets that are held by Borrower for sale, lease or use or are furnished or to be furnished under any contract of service, or held by Borrower as raw materials, work-in-process, supplies, or materials Borrower used or consumed in the business or otherwise of Borrower and all products thereof, and all substitutions, replacements, additions or accessions therefore and thereto; all proceeds relating thereto (including without limitation the proceeds of casualty insurance relating to any of the foregoing); and all other types of property of Borrower included within the term “inventory” as defined in the UCC; in each case, whether now or hereafter owned, acquired or used and all proceeds thereof, including insurance proceeds.

“Receivables” means all accounts, accounts receivable, contract rights, instruments, documents, chattel paper and receivables (including, but not limited to, choses in action, tax refunds and insurance proceeds) of, or any other obligations or indebtedness to, Borrower from whatever source arising; all rights of Borrower to receive any payments in money or kind; all guarantees of the foregoing and security therefore; all documents and information relating to the foregoing, including information identifying the obligors thereon; all of the right, title and interest of Borrower in and with respect to the goods, services or other property that gave rise to or that secure any of the foregoing and proceeds relating thereto (including without limitation the proceeds of casualty insurance relating to any of the foregoing); and all rights of

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Borrower as an unpaid seller of goods and services, including, but not limited to, the rights of stoppage in transit, replevin, reclamation, and resale; and all other types of property of Borrower included within the terms “documents,” “instruments,” “account” and “chattel paper” as defined in the UCC; in each case, whether now or hereafter owned, acquired or used, and all proceeds thereof including insurance proceeds.

“Equipment” means all machinery, equipment, appliances, vehicles, chattels, tools, dies, jigs, molds, parts, machine tools, furnishings, furniture, fixtures, accessories, apparatus, building or construction materials and supplies, of every nature, owned by Borrower, together with all accessions thereto and parts therefore whether or not the same shall be deemed affixed to real property and all rights under or arising out of present or future contracts relating to the acquisition or use of the above; and all other types of property of Borrower included within the term “equipment” as defined in the UCC; in each case, whether now or hereafter owned, acquired or used and all proceeds thereof, including insurance proceeds.

“Event of Default” or “Default” means any Event of Default under the Note.

“General Intangibles” means all of Borrower’s patents, trademarks, franchises, copyrights, inventions, processes, production methods, proprietary information and know-how, and all licenses or other agreements granted to Borrower with respect to the foregoing; all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, books, records, computer and automatic machinery software and programs and the like pertaining to operations by or the business of Borrower; all field repair data, sales data and other information relating to sales or service of products manufactured or sold by Borrower; all licenses, consents, permits, variances, certifications and approvals of governmental agencies held by Borrower pertaining to its operations or business; all rights of Borrower to receive return of deposits and trust payments; all rights of Borrower to payment under letters of credit and similar agreements; all tax refunds (including, without limitation, all foreign, federal, state, and local income tax and property tax refunds) owed to Borrower; all causes of action, rights, claims and warranties of Borrower; all rights of Borrower as lessor or lessee under any lease or rental agreement; all rights of the Borrower under any insurance, surety or similar contract or arrangement; and all other types of property of Borrower included within the term “general intangibles” as defined in the UCC; in each case, whether now or hereafter owned, acquired or used, and all proceeds thereof, including insurance proceeds.

“Proceeds” means, with respect to any and all Collateral, all proceeds of, and all other profits, products, rentals or receipts, in whatever form, cash or non-cash, arising from the collection, sale, lease, assignment, licensing or other disposition of, or realization upon, such Collateral (including, without limitation, insurance proceeds), whether now existing or arising hereafter.

“Secured Obligations” means the obligations secured under this Security Agreement including (a) all principal of and interest on any loan under or pursuant to the Note, (b) all other amounts payable by Borrower hereunder or under such Note, (c) any and all other indebtedness, liabilities or obligations of any type of Borrower to Lender, whether direct or

contingent, due or to become due, together with all costs and expenses incurred by Lender in the collection of the same, as well as all costs or advances incurred or made by the Lender with respect to the Collateral, and (d) any renewals or extensions of any of the foregoing.

“Secured Party” means the Lender and its successors and assigns.

“Security Interests” means the security interests granted, pursuant to Section 3, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Security Agreement.

2. Representations and Warranties. Borrower represents and warrants as follows:

(A) The Borrower is a Pennsylvania limited liability company.

(B) The Borrower has full power and authority to enter into the Note and this Security Agreement, to make the borrowings under the Note and to execute and deliver this Security Agreement, the Note, and all other documents required to be delivered by it to the Lender (collectively the “Loan Documents”) and to incur the obligations provided for therein, all of which have been duly authorized, where necessary, by all proper and necessary action.

(C) The Loan Documents, when executed and delivered hereunder, will constitute the valid and legally binding obligations of the Borrower, enforceable in accordance with their respective terms.

(D) There is no provision of any existing mortgage, indenture, contract or agreement binding on the Borrower or affecting its property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of the Loan Documents.

(E) There are no proceedings pending or, so far as the Borrower knows, threatened before any court or administrative agency which, in the opinion of the Borrower, will materially or adversely affect the financial condition or operations (present or prospective) of the Borrower.

(F) The Borrower has received and holds all necessary governmental authorizations, licenses and permits which are required for (i) the operation of its business; and (ii) its ownership or other interest in, the properties from or with which it conducts its business operations.

(G) The Borrower has filed all tax returns which are required to be filed, and has paid all state and federal taxes which have become due pursuant to such returns or pursuant to any assessment received by the Borrower. All tax liabilities of the Borrower are adequately provided for on the books of the Borrower.

(H) The financial statements and information heretofore delivered to the Lender by the Borrower in connection with the loan transactions as herein set forth are complete, true and correct, and fairly present the financial condition of the Borrower and the results of its operations and transactions as of the date thereof and for the period referred to therein, and have been prepared

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in accordance with generally accepted accounting principles consistently applied throughout the periods and dates involved. There are no material liabilities, direct or indirect, fixed or contingent, of the Borrower as of the date of such financial statements and information which are not reflected therein. There has been no material adverse change in the condition (financial or otherwise) or operations of the Borrower, present or prospective, since the date of such statements and information.

(I) Borrower has not performed any acts which might prevent the Lender from enforcing any of the terms and conditions of this Security Agreement or which would limit the Lender in any such enforcement. All equipment to be purchased by the Borrower shall be free and clear of all liens, encumbrances and claims such as to vest in the Lender a purchase money security interest.

(J) Borrower's chief executive office and chief place of business is located in Erie County, Pennsylvania. All records of Borrower relating to Borrower's Receivables are kept and maintained at such office.

(K) Borrower's Inventory and Equipment are insured in such amounts and against such risks as are usually insured against by persons of established reputation engaged in the same or a similar business as Borrower and are insured as financially sound and reputable insurers of recognized responsibility.

(L) Borrower has good and marketable title to all of the Borrower's Collateral currently existing, free and clear of any liens other than the Security Interests. All equipment to be purchased by the Borrower shall be free and clear of all liens, encumbrances and claims such as to vest in the Lender a purchase money security interest.

3. The Security Interests.

(A) In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, including without limitation the Note dated of even date herewith, and to secure the performance of all of the obligations of Borrower hereunder, Borrower hereby grants to the Lender a security interest in all of Borrower's right, title and interest in all of Borrower's assets, including all of Borrower's Inventory, Receivables, General Intangibles, Equipment, all cash now or hereafter held by or for the account of Borrower and all Proceeds of all of the foregoing.

(B) The Security Interests are granted as security only and shall not subject the Lender to, or transfer or in any way affect or modify, any obligation or liability of Borrower with respect to any of the Collateral or any transaction in connection therewith.

4. Perfection of Security Interests. The Security Interests in the Collateral shall be perfected by the time of the borrowing under the Note, and Borrower will at all times, at its expense and in such manner and form as the Lender may require, execute, deliver, file and assist in recording any financing statement, specific assignment or other paper and take any other action that may be necessary or desirable, or that the Lender may reasonably request, in order to create, preserve, perfect or validate any Security Interest or to enable the Lender to exercise and enforce

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its rights hereunder with respect to any of the Collateral. Borrower does hereby authorize the Lender to execute and file at any time, in the name of Borrower or otherwise, financing statements which the Lender in its sole discretion may deem necessary or appropriate to further perfect the Security Interests.

5. Further Assurances. Borrower will, from time to time, at its expense, execute, deliver, file and record any other statement, assignment, instrument, document, agreement or other paper and take any other action, that from time to time may be necessary or desirable, or that the Lender may reasonably request, in order to create, preserve, perfect, confirm or validate the Security Interests or to enable the Lender to obtain the full benefits of this Security Agreement, or to enable the Lender to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral.

6. Covenants.

(A) Borrower will not change the location of (i) its chief place of business or (ii) the offices or other locations where it keeps or holds any Collateral or any records relating thereto from the applicable location listed herein or in any attached Schedule unless, prior to such change, it notifies the Lender of such change, makes all UCC filings required by Section 5 and takes all other action necessary or that the Lender may reasonably request to preserve, perfect, confirm and protect the Security Interests. The Borrower shall not in any event change the location of any Collateral if such change would cause the Security Interests in such Collateral to lapse or cease to be perfected.

(B) Borrower will not change its name or identity in any manner which might make any financing or continuation statement filed hereunder seriously misleading within the meaning of the UCC unless prior to such change, it notifies the Lender of such change, and takes all action necessary or reasonably requested by the Lender to amend such financing or continuation statement so that it is not seriously misleading.

(C) Whenever Borrower is required to give notice to the Lender under this Section, it shall state as part of such notice that the change set forth therein may require additional filings of financing statements or other notices in order to continue perfection of the Security Interests.

(D) Borrower agrees to indemnify and hold harmless the Lender from any present or future claim for liability for any stamp or any other similar tax and any penalties or interest with respect thereto, which may be assessed, levied or collected by any jurisdiction in connection with this Security Agreement, any Collateral or the Security Interests.

(E) Should Borrower fail to comply with the provisions of the Note, this Security Agreement, or any other agreement relating to the Collateral such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk (as reasonably determined by the Lender), the Lender may, but shall not be required to, effect such compliance on behalf of Borrower, and Borrower shall reimburse the Lender for the costs thereof on demand, and interest shall accrue on such

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reimbursement obligation at a rate per annum equal to the rate of interest set forth in the Note, from and including the date the relevant costs are incurred to but excluding the date such costs are reimbursed in full.

(F) Borrower shall ensure that all tangible Collateral is kept in good working order and condition, subject to ordinary wear and tear, and shall make all necessary renewals and replacements thereof and additions and improvements thereto.

(G) Borrower will maintain with financially sound and reputable insurers of recognized responsibility such insurance with respect to Inventory and Equipment as is usually maintained by persons of established reputation engaged in the same or a similar business. All such insurance must be reasonably satisfactory to the Lender. As promptly as practicable after the date hereof, Borrower will cause the Lender to be named as an insured party and loss payee on each insurance policy covering risks relating to any of its Inventory and Equipment. Borrower will deliver to the Lender, upon written request of the Lender, the insurance policies for such insurance.

(H) Borrower will, promptly upon request, provide to the Lender all information and evidence it may reasonably request concerning the Collateral, including but not limited to information and evidence regarding the Receivables.

(I) Within one hundred fifty (150) days of the close of each of the Borrower's fiscal years, the Borrower shall provide to the Lender its financial statement, including balance sheet and statement of revenue, expense and income for such fiscal year reviewed by a certified public accountant acceptable to Lender.

7. General Authority. Borrower hereby irrevocably appoints the Lender its true and lawful attorney, with full power of substitution, in the name of Borrower, the Lender or otherwise, for the sole use and benefit of the Lender, but at Borrower's expense, to the extent permitted by law to exercise, at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

- (i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof,
- (ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,
- (iii) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Lender were the absolute owner thereof, and
- (iv) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided, that the Lender shall give Borrower not less than five (5) Business Days' prior written notice of the time and place of any sale or other intended disposition of any of its Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Lender and Borrower agree that such notice constitutes "reasonable notification" within the meaning of Section 9-504(3) of the UCC.

8. Remedies Upon Event of Default.

(A) If any Event of Default shall have occurred and be continuing, the Lender may exercise all the rights of a secured party under the UCC and, in addition, the Lender may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, (i) apply the cash, if any then held by it as Collateral, and (ii) if there shall be no such cash or if such cash shall be insufficient to pay all the Secured Obligations in full, sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Lender may deem satisfactory. Any holder of a Secured Obligation may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. Borrower covenants and agrees that it will execute and deliver such documents and take such other action as the Lender deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale the Lender shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of Borrower which, to the extent permitted by law, hereby specifically waive all rights of redemption, stay or appraisal which they have or may have under any law now existing or hereafter adopted.

(B) Upon the occurrence of an Event of Default, Borrower will, if requested by Lender, execute and deliver to the Lender a power of attorney, in form and substance satisfactory to the Lender, for the implementation of any lease, assignment, license, sublicense, grant of option, sale, or other disposition of General Intangibles. Borrower hereby releases the Lender from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken except through the gross negligence or willful misconduct of the Lender. Borrower agrees to pay when due all reasonable costs incurred in any such disposition, including any taxes, fees and reasonable attorneys' fees. In the event of any such disposition pursuant to this Section, Borrower shall supply its know-how and expertise relating to the manufacture and sale of the products bearing trademarks or the products or services made or rendered in connection with patents, and its customer lists and other records relating to such patents or trademarks and to the distribution of said products, to the Lender.

9. Application of Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by the Lender in the following order of priorities:

first, to payment of the expenses of such sale or other realization, including reasonable compensation to agents and counsel for the Lender, and all

expenses, liabilities and advances incurred or made by the Lender in connection therewith;

second, to payment of accrued interest under the Note;

third, to payment of principal under the Note;

fourth, to payment of any other of the Secured Obligations in the manner provided thereby; and

finally, to payment to Borrower, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

10. Expenses. Borrower will forthwith upon demand pay to the Lender:

- (i) the amount of any taxes which the Lender may have been required to pay by reason of the Security Interests (including any applicable transfer taxes) or to free any of the Collateral from any Lien thereon, and
- (ii) the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel and of any agents, engineers or other experts, which the Lender may incur in connection with (a) the administration of this Security Agreement, (b) the collection, sale or other disposition of, or efforts to preserve or protect its rights in, any of the Collateral, (c) the exercise by the Lender of any of the rights conferred upon it hereunder or (d) any default on the part of Borrower hereunder.

11. Termination of Security Interests; Release of Collateral. Upon the repayment in full of all Secured Obligations under this Security Agreement, the Security Interests shall terminate and all rights to the Collateral shall revert to Borrower. At any time and from time to time prior to such termination of the Security Interests, the Lender may release any of the Collateral. Upon any such termination of the Security Interests or release of Collateral, the Lender will, at the expense of Borrower, as the case may be, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

12. Notices. Any notice or consent required hereunder shall be in writing and shall be delivered in the manner specified in the Bill of Sale.

13. Waivers, Non-Exclusive Remedies. No failure on the part of the Lender to exercise, and no delay in exercising and no course of dealing with respect to, any right under this Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Lender of any right under this Security Agreement preclude any other or further exercise thereof or the exercise of any other right. The rights in this Security Agreement are cumulative and are not exclusive of any other remedies provided by law.

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14. Successors and Assigns. This Security Agreement is for the benefit of the Lender and its successors and assigns. This Security Agreement shall be binding on the Borrower and its successors and assigns.

15. Changes in Writing. Neither this Security Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

16. Pennsylvania Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, except as otherwise required by mandatory provisions of law.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first above written.

Attest:

PL UTILITIES LLC

Witness

By: _____
Jacob Goren, Member

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE is made effective as of _____, 2024, by JACOB GREEN and BONNIE GREEN (the "Assignor") in favor of PL UTILITIES LLC (the "Assignee").

WITNESSETH:

WHEREAS, Assignor entered in to various contracts in order to permit the construction of a private sewage treatment facility (the "Facility") located at _____;

WHEREAS, the Assignor intended that all right, title, claim and interest in the Facility be owned exclusively by the Assignee;

WHEREAS, of even date herewith, Assignee executed a Judgment Note in the amount of \$2,608,630.75 (the "Note") in favor of Assignor to evidence the full repayment of all amounts advanced by Assignor in the construction of the Facility;

WHEREAS, the Note is secured by a Security Agreement of even date herewith;

WHEREAS, the Assignor desires to execute and deliver this instrument to forever evidence the assignment of any interest Assignor may have in the Facility to Assignee.

NOW, THEREFORE, the Assignor, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein, hereby sells, conveys, transfers, assigns, and delivers to the Assignee all right, title, claim and interest Assignor may have in the Facility and the assets thereof.

THE FOREGOING DESCRIBED ASSETS AND OTHER TANGIBLE PERSONAL PROPERTY ARE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED TO THE ASSIGNEE AS-IS, WHERE IS, WITH ALL FAULTS, SUBJECT ONLY TO THOSE WARRANTIES OF THIRD PARTIES. NO OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE, BOTH OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.

The Assignor shall furnish to the Assignee such further instruments of transfer and assignment as Assignee may from time to time reasonably request in order to more effectively transfer, convey and assign to Assignee, all of the rights, privileges and property hereby transferred and assigned or intended to be transferred and assigned hereunder.

This General Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Assignor has caused this General Assignment and Bill of Sale to be duly executed and delivered effective as of ____ __, 2024.

Jacob Green

Bonnie Green