IN THE TENNESSEE REGULATORY AUTHORITY AT NASHVILLE, TENNESSEE

IN RE:)	
PETITION OF NAVITAS TN NG, LLC)	DOCKET NO. 12-00068
FOR AN ADJUSTMENT TO ITS NATURAL)	DOCKET NO. 12-00000
GAS RATES AND APPROVAL OF REVISED)	
TARIFFS)	

NAVITAS TN NG, LLC's RESPONSES TO FIRST DISCOVERY REQUEST OF THE CONSUMER ADVOCATE AND PROTECTION DIVISION

COMES NOW, Navitas TN NG, LLC ("Navitas"), by and through undersigned counsel, and hereby submits the following Responses to the Consumer Advocate's First Set of Discovery Requests. Navitas states as follows:

1. The Consumer Advocate incorporates any Data Request filed by the TRA Staff in this Docket No. 12-00068 as if fully stated herein, and expressly reserves the right to seek supplemental responses and/or file a motion to compel if the Consumer Advocate determines that any responses to the Data Request are inadequate or incomplete.

RESPONSE: Navitas understands the position of the Consumer Advocate.

2. Provide electronic copies of any and all exhibits filed with, or in relation to, Navitas' Petition to Change and Increase Rates and Charges, as well as the testimony of Thomas Hartline.

RESPONSE: Navitas has or will comply with this request. Note, certain files sourced from PayChex are not available in excel and the electronic

version is simply a PDF.

3. Identify all witnesses the Company intends to call in support of the Petition in this docket.

RESPONSE:

Generally, Navitas calls exclusively on officers or other employees of the Company. From time to time Navitas has non-employee testimony in written form directed at a particular issue. At this time Navitas only anticipates testimony from Thomas Hartline; however, the Company reserves the right to call other witnesses in the event they can enhance understanding of an issue. A particular example of this is a weather normalization consultant, though none is anticipated for this case at this time.

- 4. Provide a narrative description of the Company's processes for computing, recording and crediting customer monthly bills that includes the following.
 - a. What software does the Company use for customer billing?
 - b. What accounting software does the Company use to record customer charges and credits?
 - c. The process and lag dates that the Company uses to collect the customer meter readings from the local water utility.
 - d. The name of the individual or individuals that carry out the monthly bill calculation and revenue accounting for the Company. Are these individuals employees of Navitas? At what offices are these functions carried out?

RESPONSE: a) The Company uses Continental for its billing software.

- b) Customer charges and credits are kept in the Continental software. Summary balances are transferred to QuickBooks Enterprise Solutions accounting software.
- c) The Company does not obtain customer meter readings from the local water utility. The Company field service person reads the gas meters generally between the 1^{st} and the 5^{th} of the month in anticipation of completing billing by the 7^{th} .
- d) Business Manager Ross Modglin in Costa Mesa, CA works with Billing Manager Trenda Kelly in Eakly, OK to process and book the billing. They assisted by Customer Service persons Karri Crane, Valerie King, and Sue Yearwood, all of the Eakly Office. The readings are provided from Tennessee by Jerry Walker and Frank Cash of Jellico and Byrdstown respectively. Please see the attached description of the billing process.
- 5. Provide a copy of the Company's monthly billing register from January 2011 through July 2012. This response should include the customer account number, billing date,

payment receipt date, sales volume, bill amount, payment amount, late fees, taxes, and any other charges or fees added to the customer's bill.

RESPONSE: This file will be provided electronically as an encrypted file.

6. Provide the amount of monthly bad debt charges that the Company has assessed since January 1, 2011 through July 31, 2012. Explain and provide backup for 2011 Bad Debt expense of \$6,210.77.

RESPONSE:

Between January 1, 2012 and June 30, 2012 the Company wrote off \$2,347.25 in bad debt.

Note that unlike major utilities Navitas uses the direct write-off method where, generally twice a year, the Company reviews the accounts in collection and determines which accounts will likely not be collectable. This determination is principally contingent on if the party is still in the area. Under the direct write-off method, when an account is written off the bad debt expense is also recognized.

See attached back-up documentation.

7. Refer to the Company's Chart of Accounts (pages 10-13 in the Navitas Notice of Filing of Responses to MFR), reconcile the account numbers Navitas uses with the corresponding NARUC account numbers and titles.

RESPONSE:

The Company has established a goal to pursue USOA (NARUC) translation for go forward operations beginning January 1, 2013. The Company believes this will be an extensive process taking considerable analysis & implementation effort, and thus resources.

For example, all of our personnel have many different job duties, which under our understanding of USOA are separated into numerous cost accounts. Navitas must devise a simple allocation method as a direct time tracking method is both too cumbersome and not cost effective.

8. Provide a detailed monthly income statement from January 2011 through July 2012, including a detailed description and supporting documents for the Navitas TN P&L accounts, account balances, and income categories.

RESPONSE: Historically, Navitas

Historically, Navitas has made this information available for viewing at either our Oklahoma or California office both in hard copy and via an auditing computer connected to the accounting system. For security Navitas only allows access to its billing and accounting software through registered static IP addresses at controlled locations know to the Company. Since this request seems to involve an extensive amount of data the Company would like to discuss and devise a way for the Consumer Advocate and the Tennessee Regulator Authority to gain secure access to this data.

9. Refer to the 2011 balance sheet for Navitas TN (provided on pages 43-44 of your July 3, 2012, 392 page document), explain and provide backup for the account balances, including an explanation of the account description and the purpose of the account. Provide the same level of detail for the Navitas TN balance sheet ended July 31, 2012.

RESPONSE: Please see Response to Request 8.

10. Refer to the Navitas Petition filed July 2, 2012, explain and provide backup for the statement on page 3 describing the Consumer Price Index (CPI) increase of approximately 170% since the last rate case in 1992. Explain and provide backup regarding your 2.65% annual calculation.

RESPONSE:

The Company reviewed a number of CPI calculators online (search – CPI calculator) which indicated that \$100 in 1991 is approximately equal to \$170 in 2011.

Thus: $$100 \times (1 + X)^{2011-1991} = 170

Solving for X equals 2.65%

11. Refer to Mr. Hartline's testimony, page 12, question 11Q regarding Rate Base development, explain and provide backup for December 31, 2010 original cost of \$1,752,313 and the accumulated depreciation of \$862,953. Provide the same level of detail for the Rate Base at December 31, 2011 and July 31, 2012.

RESPONSE:

Enclosed please find copies of the records obtained from Gasco during the due diligence period. Navitas extracted the asset data from this information.

Detailed balance sheet accounts are also provided for December 31, 2011 and June 30, 2012

12. Provide a copy of the Company's bank statements from January 2012 through July 2012.

RESPONSE: Please see attached bank statements

13. Refer to Navitas Petition, page 4, regarding calculated revenue deficiency for 2011 of approximately \$390,000 which represents an annualized increase over the period of 3.27%. Explain and provide backup for these revenue calculations.

RESPONSE:

\$484,183 : 2011 Test Case Year Revenue

(\$27,323): Effect of emergency rate case

\$456,860 : Pro forma 1992 rate case revenue in 2011 Test Case Year

\$390,152 : Revenue deficiency

Thus: $$456,860 \times (1+X)^{2011-1991} = $847,012$

Solving for X equals 3.135%

14. Refer to Navitas Petition, item 9, page 4, explain and provide backup for the 2011 and 2012 ACA balances, including how the ACA is calculated and how the Company proposes to use these ACA balances to offset proposed rate increases.

RESPONSE:

The ACA balances for 2011 is part of an open case. The ACA balance for 2012 will be known after the end of the year.

The ACA (Actual Cost Adjustment) is the calculation of the difference, positive or negative, between what a company charged customers for gas versus what the company paid for gas. Currently, due to the falling gas prices, there is a balance due customer for 2011 and an additional balance is expected for 2012.

In order to alleviate potential rate shock, the Company has proposed phasing the rate increase over four years. However, to reduce the burden on the Company created by the delay of the full rate increase, Navitas has proposed offsetting this delay with the ACA balances.

15. Explain and provide backup for all journal entries related to Navitas TN operations. Specifically, explain the debits and credits of all journal entries monthly from

January 2011 through July 2012.

RESPONSE:

The Company requests that after the Consumer Advocate obtains access and reviews the accounting and billing systems they make an audit test sample for thorough analysis. Navitas is a very small very lean operation and it would be problematic to collate and provide narrative to the hundreds of entries requested; moreover, the Company believes that this review will and should encompass more than just Navitas TN NG, LLC and thus the potential total number of entries is in the thousands.

16. Explain and provide backup for the Debt Schedule on page 382 of the Navitas Notice of Filing of Responses to MFR filed with the TRA on July 3, 2012.

RESPONSE: See attached loan documents

17. Explain and provide backup for the monthly invoices from Navitas Utility Corporation to Navitas TN delineated on pages 65-77 in Navitas Notice of Filing of Responses to MFR filed with the TRA on July 3, 2012. Also provide the same information for the months of January 2012 to July 2012.

RESPONSE:

See the attached invoices from NUC to NTNNG for the period January 2012 through June 2012.

Navitas and the Consumer Advocate discussed the structure of the Navitas companies as-well-as the methods of allocation at length on September 12, 2012 in the offices of the Attorney General in Nashville, TN. The Parties have agreed to look into the details in some depth over the course of the case.

18. Explain and provide backup for the monthly invoices from Fort Cobb Fuel Authority to Navitas TN delineated on pages 78-89 in Navitas Notice of Filing of Responses to MFR filed with the TRA on July 3, 2012. Also provide the same information for the months of January 2012 to July 2012.

RESPONSE:

See the attached invoices from FCFA to NTNNG for the period January 2012 through June 2012.

Navitas and the Consumer Advocate discussed these invoices on September 14, 2012 in the offices of the Attorney General in Nashville, TN. In summary, Navitas has a USDA loan instrument originated at Bank 2 in Oklahoma City, OK in 2009. This instrument with the lead

borrower of Fort Cobb Fuel Authority ("FCFA") included an acquisition line of credit. This line of credit was drawn on to purchase the assets now comprising Navitas TN NG, LLC ("NTNNG"). Since FCFA is the lead borrower, the loan is shown on its books in accordance with GAAP. In addition, FCFA books a notes receivable from NTNNG. Then a note payable is shown on the books of NTNNG. Each month, FCFA bills NTNNG for its share of the principle and interest due on the USDA Bank 2 loan. Note this is strictly a pass through transaction.

19. Please provide documentation that supports the purchase price for the Navitas TN operation (e.g. sales documents that show the purchase price of the Gasco assets equals the loan amount). According to your Debt Schedule on page 382, it appears that the purchase price is \$610,500 and was financed with a 20 year loan from Bank 2 in Oklahoma at an interest rate of 6%. To who was this purchase payment made and was it approved by the bankruptcy courts?

RESPONSE: See the attached asset purchase agreement. See the attached bankruptcy court approval.

20. Refer to the Navitas Notice of Filing of Responses to MFR, the NUC balance sheet on page 46 shows Account 1601 (Autos & Pickups) with a 12/31/2011 balance of \$388,391. Explain and provide backup regarding the numbers of cars and trucks (make, model, year, original cost, net book value on 12/31/2011 and 7/31/2012). How are the cars used in the business and how are they assigned to employees? Which vehicles are used in Tennessee? Also, how much of the usage of these vehicles is for personal use, and if so, are those costs paid for by the company? Finally, provide the details that make up the Trucks (account 1602) and Heavy Equipment (account 1603) balances, both at 12/31/2011 and 7/31/2012.

RESPONSE:

See the attached asset schedules for December 31, 2011 and June 30, 2012 as well as the information on who is assigned to the vehicle and where it is garaged.

See the attached vehicle policy from the Navitas Employee Handbook.

Vehicles are only provided to field personnel, they are required to take them home. Due to the disparate and rural nature of our systems these personnel do not report to a central office in the morning but rather go straight into the field checking charts. In addition, these personnel are called on after hours for emergency service and are required to be on weekend call and check all the charts on a rotating basis.

21. Regarding the Navitas aircraft, explain and provide backup for any use of this asset in the Navitas TN operation? If used in TN, provide flight logs. Refer to page 56 of the Notice of Filing of Responses to MFR, the aircraft shows a net loss of \$94,578 for 2011. Is the aircraft used for personal travel as well as company travel?

RESPONSE:

This data will be complied from the FAA flight logs. The aircraft was used on numerous occasions in Tennessee in 2011. The aircraft is used for business travel. In the event that business travel is not associated with one of the regulated entities then the chartering party is charged for the use of the aircraft. Much like Navitas Utility Corporation, it would be in appropriate for Navitas 1, LLC as an affiliated entity to earn profit from its activities providing transportation to any of the twenty-four regulated sub-systems.

22. Refer to Navitas Notice of Filing of Responses to MFR, page 216, discussing replacing 550 meters on the Jellico TN system starting in fall of 2011 and finishing in the spring of 2013. Provide a monthly list of what has been replaced for 2011 and through July of 2012. Provide the monthly plan going forward for the remainder of the meter replacements Are the remaining costs expected to be funded through the revenue increase sought in this docket?

RESPONSE:

The Company considers meter replacement a capitalized activity. Thus the revenue deficiencies sought in this case are generally part of ongoing maintenance and operations; however, the owners seek to reinvest the profits obtained in the operation of the system(s) in future improvements, including the meter change out program.

Due to cash flow considerations, the Company was not able to pursue the fall portion of the meter change out program. To date in Tennessee, Navitas has replaced 140 meters. It is anticipated that the meter replacement program will resume in the spring (as it is not practical to replace them in the winter).

23. Refer to Navitas Notice of Filing of Responses to MFR, pages 334-346, explain and provide backup for "Customer Balance Summary" for the months January 2011 through January 2012. Provide details for February 2012 through July 2012.

RESPONSE: See attached Customer Balance Summaries 2012

The Customer Balance Summary is simple the Accounts Receivable Balance Sheet account on the last day of the month. These QuickBook balances can be tied out to the Continental billing.

24. Refer to the Navitas Notice of Filing of Responses to MFR, please explain the report on page 365. What is the purpose and what is the source information that makes up the balances? Please provide a description for each category in this report and extend the balance through July 2012. Regarding the category "Level Pay Customers" please explain what this is and how many customers are in this category (is there a certain time each year to get set up on this system, how is the true-up done and in which month).

RESPONSE:

This schedule is in response to MFR question 56 in the Rate base section. The question generally covered the balance sheet accounts included in current assets and current liabilities. The schedule is a summary of the data and presents the balance sheet method for calculated working capital. The data from the schedule indicates that Navitas provides \$122,437 of operating capital tied up in the working capital accounts of the balance sheet.

However, it is critical to note that this figure was not used in the final schedules. Rather a figure of \$37,866 was calculated using the 45 day method (of a 360 day year) in the Rate Case Schedules. The 12.5% method seems to have found more favor as the alternative to a lead-lag study versus the balance sheet method.

This schedule was included in the working capital section as a reference. The Company is not pursuing this method and it was provided for informational purposes only.

25. Refer to the Navitas Notice of Filing of Responses to MFR, please explain the OLTA (Other Long Term Accounts) category on page 229. What is the purpose and what is the source information that makes up the balances? Extend the monthly balances through July 2012.

RESPONSE:

See attached report of activity for 2012

These are organizational costs associated with completing the asset purchase out of bankruptcy as well as rate case and capitalized case expenses. Predominately these are legal expenses from our attorneys including local council Wyatt, Tarrant, and Combs of Nashville, corporate council Robbi Rossi of Houston, and regulatory council Ron Commingdeer of Oklahoma City.

26. Provide details regarding renegotiation of the Spectra transmission agreement (see page 3 of the 392 page Navitas Notice of Filing of Responses to MFR) and the impact this has on Navitas TN operations.

RESPONSE:

With regard to impact the reduction in transport costs saves customers approximately \$6,000 per month in unneeded and unused capacity charges. This savings is split between customers in Byrdstown, TN and Albany, KY based on flow. In addition to the savings to the customer it has dramatically improved the cash flow situation of the Company in the summer months.

It appears that Gasco had entered into these agreements when flows were substantially greater in Byrdstown and transportation costs were substantially less. Unfortunately the Byrdstown facility closed and the price of transportation dramatically increased. During the bankruptcy this evergreen contract came up for an automatic multiyear renewal. The total contracted transportation volume was approximately three times the maximum amount warranted under current usage.

Upon acquiring the system Spectra worked with Navitas to undo the automatic renewal on the basis that how could a basically unmanaged bankrupt company renew such a substantial contract. A settlement agreement was reached, drawn up by the attorneys, and executed.

27. Provide the hiring date and termination date by employee monthly, for the test year ended 12/31/11 as well as the first seven months of 2012. Include in your response the amount of any employment separation payments and the amount charged for terminated employees.

RESPONSE:

Navitas made no separation payments or incurred any charges for terminated employees.

See attached list of employees.

28. Provide the number of full time & part time employees, union, non-union, and salaried, monthly for the test year ended 12/31/2011 and for the first seven months of 2012. Also, state the hourly rate for all hourly employees as well as overtime rates and actual overtime expenses monthly for the months January 2011 to July 2012.

RESPONSE: See the attached report from PayChex.

See attached list of employee data (encrypted).

29. Regarding insurance expense, have there been any changes to the insurance information provided in the Navitas Notice of Filing of Responses to MFR, pages 127 through

160? Specifically, has anything changed regarding insurance vendors, costs, coverage in 2012 through July 2012?

RESPONSE:

Yes, the Company insurance coverage is renewed in May of each year. In working with our broker the Company changes a number of insurance providers in order to somewhat mitigated the cost increases in the marketplace.

See attached declarations pages.

30. Refer to page 50 of the Navitas Notice of Filing of Responses to MFR, explain and provide backup for an expense of \$30,000 in account 6510 named New Opportunities & Methods. What is this account used for? Provide the monthly activity for 2012.

RESPONSE:

The entirety of this cost if for the advisory services of Bill Phelps, retired manager of CenterPoint Energy in Oklahoma. Bill Phelps, a fine gentleman who agreed to assist the Company in understanding the complex environment of regulated utilities. He has proven invaluable in helping Navitas develop the company and navigate the difficulties of adopting a micro-utility to the rules established in a world of major utilities.

31. Refer to page 50 of the Navitas Notice of Filing of Responses to MFR, explain and provide backup for the amount of \$137,112 in 2011 that is in account 6710 named Other Income. What is this account used for? Provide the monthly activity for 2012.

RESPONSE:

This account capture miscellaneous income in particular the income from the managing member shares in Navitas Assets, LLC. In addition, this account is used to recognized repayment of acquisition expenses incurred in prior years once an acquisition is successful. See attached activity for 2012.

32. For all of the Navitas entities please provide monthly details for all activity in the Equity and the Retained Earnings Accounts for 2011 and 2012.

RESPONSE: This data was provided electronically in the Financials 11 and Financials 12 files.

33. Provide a list of capital expenditures performed in 2011 and 2012 by location, including the dollar amount of the capital expenditure, the date the capital expenditure occurred, and a brief description of what it was and why the capital expenditure was necessary (e.g. to

replace pipe that was leaking or broken, whether the leak or break was due to unauthorized digging or merely because the pipe in the ground was old).

RESPONSE: See attached list of capital expenditures.

34. If not provided as an answer to a previous question, provide the amount of the NUC expenses allocated to Tennessee, Kentucky, and Oklahoma, including supporting documents and work papers of the data used in the calculation and the formula used for allocation.

RESPONSE:

See prior responses.

Dated this the 12th day of October, 2012.

Respectfully Submitted,

Klint W. Alexander (#20420)

Wyatt, Tarrant & Combs, LLP 2525 West End Avenue, Suite 1500

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(615) 244-0020

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VERIFICATION OF NAVITAS TN NG, LLC

STATE OF)		
)	SS.	
COUNTY OF)		
			• .
I Thomas Hartline, Secretalaw, makes oath and affirm that thereof, and that the same is true belief.	I have re		tation, know the contents
		THOMAS HARTLINE	
•	•		
		•	
			·
Subscribed and sworn to me, a Noday of October, 2012.	tary Publi	c in and for the above Coun	aty and State, on this
			
		NOTARY PUBLIC	

My Commission Expires:

CERTIFICATE OF SERVICE

I hereby certify that on October 12, 2012, a copy of the foregoing was filed in the above-captioned action. A copy will be sent by regular U.S. Mail to:

Jean Stone, Esq.
General Counsel
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Ryan McGehee, Esq.
Consumer Advocate and Protection Division
State of Tennessee, Office of Attorney General
John Sevier Building
PO Box 20207
500 Charlotte Avenue
Nashville, Tennessee 37202

Klint W. Alexander, BPR 020420

60265055.1

Question_11

	Date	Life	Cost basis	Mo Expns Jan-11	Accum depre Jan-11	NBV Jan-11	Mo Expns Feb-11	Accum depre Feb-11	NBV Feb-11	Mo Expns Mar-11	Accum depre Mar-11	NBV Mar-11
Land and land rights NARUC account 374												
Total 1720	50	ľ										
Leasehold Improvements												
Total 1656	99	1										
Mains NARUC account 376 Byrdstown & County Fentress County Jellico System	12/31/10 12/31/10 12/31/10	480 480 480	550,595.00 3,018.00 1,183,700.00	(1,147.07) (6.29) (2,466.04)	(293,622.07) (1,524.29) (571,326.04)	256,972.93 1,493.71 612,373.96	(1,147.07) (6.29) (2,466.04)	(294,769.15) (1,530.58) (573,792.08)	255,825.85 1,487.43 609,907.92	(1,147.07) (6.29) (2,466.04)	(295,916.22) (1,536.86) (576,258.13)	254,678.78 1,481.14 607,441.88
Total 1774	4		1,737,313.00	(3,619.40)	(866,472.40)	870,840.60	(3,619.40)	(870,091.80)	867,221.20	(3,619.40)	(873,711.21)	863,601.79
Rebuild Byrdstown Odorant Sys	01/01/11	240	15,000.00	(62.50)	(62.50)	14,937.50	(62.50)	(125.00)	14,875.00	(62.50)	(187.50)	14,812.50
Total 1771	Σ.	ŀ	15,000.00	(62.50)	(62.50)	14,937.50	(62.50)	(125.00)	14,875.00	(62.50)	(187.50)	14,812.50
Services NARUC account 380												
Total 1775	က်	1										
Service - McCreaty; McCreaty; Veach Service - Delk; Stevens Service - Chitwood Service - Pickett County Visitor Center Service - Jellico Elementary Service - Jellico Hospital Service - Jellico Hospital Service - Leter Baptist Church	10/31/11 11/30/11 12/31/11 01/31/12 03/31/12 05/31/12 05/31/12	480 480 480 480 480 480	1,286.25 892.50 735.00 5,421.76 2,600.85 525.00 598.50 2,001.30									
Total 1772	5	j	14,061.16		•							•
Subtotal	-		1,766,374.16	(3,681.90)	(866,534.90)	885,778.10	(3,681.90)	(870,216.80)	882,096.20	(3,681.90)	(873,898.71)	878,414.29
Acquisition adjustment NARUC account Acquisition Adjustment - Jellico Acquisition Adjustment - Byrdstown Total 1777	12/31/10 12/31/10	240 240	(44,840.00) (219,120.00)	186.83 913.00	186.83 913.00	(44,653.17) (218,207.00)	186.83 913.00	373.67	(44,466.33) (217,294.00)	186.83 913.00	560.50	(44,279.50) (216,381.00)
	-		(202,300.00)	00:00'1	0.660,1	(202,000.17)	1,099.05	79.661.7	(201,/00.33)	1,099.83	3,299.50	(260,660.50)
Acquisition balancing entry	06/30/11	240	(592.86)									
Total 1778	go		(592.86)					3				
Grand total	-m	11	1,501,821.30	(2,582.07)	(865,435.07)	622,917.93	(2,582.07)	(868,017.14)	620,335.86	(2,582.07)	(870,599.21)	617,753.79

	Date Acq	Life	Cost basis	Mo Expns Jan-11	Accum depre Jan-11	NBV Jan-11	Mo Expns Feb-11	Accum depre Feb-11	NBV Feb-11	Mo Expns Mar-11	Accum depre Mar-11	NBV Mar-11
ganizational cost org Costs												3
80% of legal cost of Gasco acq 20% of legal cost of Gaso acq Q1 '11	12/31/10 03/31/11	2 2	72,400.00 6,220.00	(603.33)	(603.33)	71,796.67	(603.33)	(1,206.67)	71,193.33	(603.33)	(1,810.00)	70,590.00
NUC expense for TN transaction Legal Services for GASCO closing	03/31/11	120	91,575.00 9,132.38							(763.13)	(763.13)	90,811.88
Total 1881	Σ	1	179,327.38	(603.33)	(603.33)	71,796.67	(603.33)	(1,206.67)	71,193.33	(1,418.29)	(2,624.96)	167,570.04
tate Case				٠								
Legal Services for Rate Tariff	06/30/11	9	5,750.33									
Legal Services for Rate Tariff	07/31/11	9	6,608.28									
Legal Services for Rate Tariff	08/31/11	9	7,196.79									
Legal Services for Rate Tariff	09/30/11	9	6,586.13									
Legal Services for Rate Tariff	10/31/11	8	6,092.63									
Legal Services for Rate Tariff	11/30/11	8	479.85									
Legal Services for Rate Tariff	12/31/11	8	2,396.84									
Legal Services for Rate Tariff	01/31/12	9	236.25									
Legal Services for Rate Tariff	02/29/12	9	3,844.09									
Legal Services for Jellico Franchise	03/31/12	9	3,937.13									
Legal Services for Jellico Franchise	04/30/12	9	2,933.72									
Legal Services for Jellico Franchise	05/31/12	90	534.19									
Total 1882	ŭ	ì	46,596.23	,	•	-	ļ.					
Grand total		ı I	1,727,744.91	(3,185.40)	(866,038.40)	694,714.60	(3,185.40)	(869,223.80)	691,529.20	(4,000.36)	(873,224.16)	785,323.84

	l											
		Mo Expns Apr-11	Accum depre Apr-11	NBV Apr-11	Mo Expns May-11	Accum depre May-11	NBV May-11	Mo Expns Jun-11	Accum depre Jun-11	NBV Jun-11	Mo Expns Jul-11	Accum depre Jul-11
Land and land rights NARUC account 374			-									
Ė	Total 1720											
Leasehold Improvements												
r-	Total 1656						18					
Mains NARUC account 376 Byrdstown & County Fentress County Jellico System		(1,147.07) (6.29) (2,466.04)	(297,063.29) (1,543.15) (578,724.17)	253,531.71 1,474.85 604,975.83	(1,147.07) (6.29) (2,466.04)	(298,210.36) (1,549.44) (581,190.21)	252,384.64 1,468.56 602,509.79	(1,147.07) (6.29) (2,466.04)	(299,357.44) (1,555.73) (583,656.25)	251,237.56 1,462.28 600,043.75	(1,147.07) (6.29) (2,466.04)	(300,504.51) (1,562.01) (586,122.29)
-	Total 1774	(3,619.40)	(877,330.61)	859,982.39	(3,619.40)	(880,950.01)	856,362.99	(3,619.40)	(884,569.41)	852,743.59	(3,619.40)	(888,188.81)
Rebuild Byrdstown Odorant Sys		(62.50)	(250.00)	14,750.00	(62.50)	(312.50)	14,687.50	(62.50)	(375.00)	14,625.00	(62.50)	(437.50)
-	Total 1771	(62.50)	(250.00)	14,750.00	(62.50)	(312.50)	14,687.50	(62.50)	(375.00)	14,625.00	(62.50)	(437.50)
Services NARUC account 380												
-	Total 1775											
Service - McCreaty; McCreaty; Veach Service - Delk; Stevens Service - Chitwood Service - Pickett County Visitor Center Service - Jellico Elementary Service - David Creekmore Service - Jellico Hospital Service - Jellico Hospital Service - Etter Baptist Church	each											
F	Total 1772					ļ.				-	 -	
	Subtotal	(3,681.90)	(877,580.61)	874,732.39	(3,681.90)	(881,262.51)	871,050.49	(3,681.90)	(884,944.41)	867,368.59	(3,681.90)	(888,626.31)
Acquisition adjustment NARUC account Acquisition Adjustment - Jellico Acquisition Adjustment - Byrdstown	S.	186.83 913.00	747.33 3,652.00	(44,092.67) (215,468.00)	186.83 913.00	934.17	(43,905.83)	186.83 913.00	1,121.00 5,478.00	(43,719.00) (213,642.00)	186.83 913.00	1,307.83 6,391.00
F	Total 1777	1,099.83	4,399.33	(259,560.67)	1,099.83	5,499.17	(258,460.83)	1,099.83	6,599.00	(257,361.00)	1,099.83	7,698.83
Acquisition balancing entry								2.47	2.47	(590.39)	2.47	4.94
Ė	Total 1778							2.47	2.47	(590.39)	2.47	4.94
G	Grand total	(2,582.07)	(873,181.28)	615,171.73	(2,582.07)	(875,763.34)	612,589.66	(2,579.60)	(878,342.94)	609,417.20	(2,579.60)	(880,922.54)

	Mo Expns Apr-11	Accum depre Apr-11	NBV Apr-11	Mo Expns May-11	Accum depre May-11	NBV Mav-11	Mo Expns Jun-11	Accum depre Jun-11	NBV Jun-11	Mo Expns	Accum depre
ganizational cost org Costs											
80% of legal cost of Gasco acq	(603.33)		69,986.67	(603.33)	(3,016.67)	69,383.33	(603.33)	(3,620.00)	68,780.00	(603.33)	(4,223.33)
20% of legal cost of Gaso acq Q1 '11 NUC expense for TN transaction	(51.83) (763.13)	(103.67)	6,116.33	(51.83) (763.13)	(155.50) (2.289.38)	6,064.50 89,285,63	(51.83)	(207.33)	6,012.67	(51.83)	(259.17)
Legal Services for GASCO closing	(2:::::::::::::::::::::::::::::::::::::		2	(21:20)	(5,505.00)	00.007	(76.10)	(76.10)	9,056.28	(76.10)	(3,613,63)
Total 1881	(1,418.29)	(4,043.25)	166,151.75	(1,418.29)	(5,461.54)	164,733.46	(1,494.39)	(6,955.94)	172,371.44	(1,494.39)	(8,450.33)
Legal Services for Rate Tariff Legal Services for Patico Franchise Legal Services for Jellico Franchise Legal Services for Jellico Franchise Legal Services for Jellico Franchise							(95.84)	(95.84)	5,654.49	(95.84) (110.14)	(191.68) (110.14)
Total 1882		•					(95.84)	(95.84)	5,654.49	(202:98)	(301.82)
Grand total	(4,000.36)	(877,224.53)	781,323.48	(4,000.36)	(881,224.89)	777,323.11	(4,169.83)	(885,394.72)	787,443.13	(4,279.97)	(889,674.69)

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	1 1	NBV Jul-11	Mo Expns Aug-11	Accum depre Aug-11	NBV Aug-11	Mo Expns Sep-11	Accum depre Sep-11	NBV Sep-11	Mo Expns Oct-11	Accum depre Oct-11	NBV Oct-11	Mo Expns Nov-11
Land and land rights NARUC account 374	•											
	Total 1720						•					
Leasehold Improvements												
	Total 1656											
Mains NARUC account 376 Byrdstown & County Fentress County Jellico System		250,090.49 1,455.99 597,577.71	(1,147.07) (6.29) (2,466.04)	(301,651.58) (1,568.30) (588,588.33)	248,943.42 1,449.70 595,111.67	(1,147.07) (6.29) (2,466.04)	(302,798.66) (1,574.59) (591,054.38)	247,796.34 1,443.41 592,645.63	(1,147.07) (6.29) (2,466.04)	(303,945.73) (1,580.88) (593,520.42)	246,649.27 1,437.13 590,179.58	(1,147.07) (6.29) (2,466.04)
	Total 1774	849,124.19	(3,619.40)	(891,808.22)	845,504.78	(3,619.40)	(895,427.62)	841,885.38	(3,619.40)	(899,047.02)	838,265.98	(3,619.40)
Rebuild Byrdstown Odorant Sys	Ø	14,562.50	(62.50)	(500.00)	14,500.00	(62.50)	(562.50)	14,437.50	(62.50)	(625.00)	14,375.00	(62.50)
	Total 1771	14,562.50	(62.50)	(200.00)	14,500.00	(62.50)	(562.50)	14,437.50	(62.50)	(625.00)	14,375.00	(62.50)
Services NARUC account 380	Total 1775						·					
								,				
Service - McCreaty; McCreaty; Veach Service - Delk; Stevens Service - Chitwood Service - Pictett County Visitor Center Service - Delico Elementary Service - David Creekmore Service - Jellico Hospital Service - Efter Baptist Church	Veach Center								(2.68)	(2.68)	1,283.57	(2.68)
	Total 1772	 , 		 			-		(2.68)	(2.68)	1,283.57	(4.54)
	Subtotal	863,686.69	(3,681.90)	(892,308.22)	860,004.78	(3,681.90)	(895,990.12)	856,322.88	(3,684.58)	(899,674.70)	853,924.55	(3,686.44)
Acquisition adjustment NARUC account Acquisition Adjustment - Jellico Acquisition Adjustment - Byrdstown	- Own	(43,532.17) (212,729.00)	186.83 913.00	1,494.67 7,304.00	(43,345.33) (211,816.00)	186.83 913.00	1,681.50 8,217.00	(43,158.50) (210,903.00)	186.83 913.00	1,868.33 9,130.00	(42,971.67) (209,990.00)	186.83 913.00
	Total 1777	(256,261.17)	1,099.83	8,798.67	(255,161.33)	1,099.83	9,898.50	(254,061.50)	1,099.83	10,998.33	(252,961.67)	1,099.83
Acquisition balancing entry		(587.92)	2.47	7.41	(585.45)	2.47	9.88	(582.98)	2.47	12.35	(580.51)	2.47
	Total 1778	(587.92)	2.47	7.41	(585.45)	2.47	9.88	(582.98)	2.47	12.35	(580.51)	2.47
	Grand total	606,837.60	(2,579.60)	(883,502.14)	604,258.00	(2,579.60)	(886,081.74)	601,678.40	(2,582.28)	(888,664.02)	600,382.37	(2,584.14)

	NBV Jul-11	Mo Expns Aug-11	Accum depre Aug-11	NBV Aug-11	Mo Expns Sep-11	Accum depre Sep-11	NBV Sep-11	Mo Expns Oct-11	Accum depre Oct-11	NBV Oct-11	Mo Expns Nov-11
ganizational cost Org Costs											
80% of legal cost of Gasco acq	68,176.67	(603.33)	(4,826.67)	67,573.33	(603.33)	(5,430.00)	66,970.00	(603.33)	(6,033.33)	66,366.67	(603.33)
20% of legal cost of Gaso acq ℚ1 '11	5,960.83	(51.83)	(311.00)	5,909.00	(54.83)	(362.83)	5,857.17	(51.83)	(414.67)	5,805.33	(51.8
NUC expense for TN transaction	87,759.38	(763.13)	(4,578.75)	86,996.25	(763.13)	(5,341.88)	86,233.13	(763.13)	(6,105.00)	85,470.00	(763.13)
Legal Services for GASCO closing	8,980.17	(76.10)	(228.31)	8,904.07	(76.10)	(304.41)	8,827.97	(76.10)	(380.52)	8,751.86	(76.10)
Total 1881	170,877.05	(1,494.39)	(9,944.73)	169,382.65	(1,494.39)	(11,439.12)	167,888.26	(1,494.39)	(12,933.52)	166,393.86	(1,494.39)
Rate Case											
Legal Services for Rate Tariff	5,558.65	(95.84)	(287.52)	5,462.81	(95.84)	(383.36)	5,366.97	(95.84)	(479.19)	5,271.14	(95.84)
Legal Services for Rate Tariff	6,498.14	(110.14)	(220.28)	6,388.00	(110.14)	(330.41)	6,277.87	(110.14)	(440.55)	6,167.73	(110.1
Legal Services for Rate Tariff		(119.95)	(119.95)	7,076.84	(119.95)	(239.89)	6,956.90	(119.95)	(359.84)	6,836.95	(119.9
Legal Services for Rate Tariff					(109.77)	(109.77)	6,476.36	(109.77)	(219.54)	6,366.59	(109.7
Legal Services for Rate Tariff								(101.54)	(101.54)	5,991.09	(101.54)
Legal Services for Rate Tariff											(8.00)
Legal Services for Rate Tariff											
Legal Services for Rate Tariff											
Legal Services for Jellico Franchise								٠			
Legal Services for Jellico Franchise Legal Services for Jellico Franchise											
Total 1882	12,056.79	(325.92)	(627.74)	18,927.66	(435.69)	(1,063.43)	25,078.10	(537.24)	(1,600.67)	30,633.49	(545.23)
Grand total	789,771.44	(4,399.92)	(894,074.60)	792,568.32	(4,509.69)	(898,584.29)	794,644.76	(4,613.91)	(903,198.20)	797,409.73	(4,623.77

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Total 1720	:	, ,	Accum depre Nov-11	NBV Nov-11	Mo Expns Dec-11	Accum depre Dec-11	NBV Dec-11	Mo Expns Jan-12	Accum depre Jan-12	NBV Jan-12	Mo Expns Feb-12	Accum depre Feb-12	NBV Feb-12
Total 1720 Total 1720 Total 1721 Total 1722 Total 1722 Total 1722 Total 1722 Total 1724 Total 1727 Total 1728 Total 1727 Total 1728 Total 1727 Total 1728 Total 1727 Total 1728 Total	Land and land rights NARUC account 374												
## Total 1774 305,082_80 245,082_20 (1,147,07) (306,229.88) (1,147,07) (306,229.88) (1,147,07) (306,229.88) (1,147,07) (306,229.88) (1,147,07) (306,229.88) (1,147,07) (306,229.88) (1,147,07) (306,229.88) (1,147,07) (306,229.88) (1,147,07) (306,229.88) (1,147,07) (306,229.74) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4) (1,147,07) (306,237.4		Total 1720											
Total 1656 Total 1656 Total 1774 (305.092.20) (1,147.07) (306.298.6) (1,243.55) (1,147.07) (306.298.6) (1,592.4365) (1,592.4365) (1,592.4365) (1,592.4365) (1,592.4365) (1,592.4365) (1,592.446.59) (1	Leasehold Improvements												
Control Cont		Total 1656											
1,1,0,0,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1	Mains NARUC account 376 Byrdstown & County		(305,092.80)	245,502.20	(1,147.07)	(306,239.88)	244,355.13	(1,147.07)	(307,386.95)	243,208.05	(1,147.07)	(308,534.02)	242,060.98
Total 1774 6902,6864.42 634,646.56 (36,519.40) (3905,285.83) 631,027.18 (3,619.40) (9905,995.23) (3750.00) (4,250.00 (62.50) (912.50) (14,187.50 (62.50) (912.50) (912.50) (14,187.50 (62.50) (14,187.50 (62.50) (14,187.50 (62.50) (14,187.50 (62.50) (14,187.50 (62.50) (14,187.50 (62.50) (14,187.50 (62.50) (14,187.50 (14,187.50 (62.50) (14,187.50 (62.50) (14,187.50 (14,187	rentress county Jellico System		(1,587.16) (595,986.46)	1,430.84 587,713.54	(6.29) (2,466.04)	(1,593.45) (598,452.50)	1,424.55 585,247.50	(6.29) (2,466.04)	(1,599.74) (600,918.54)	1,418.26 582,781.46	(6.29) (2,466.04)	(1,606.03) (603,384.58)	1,411.98 580,315.42
Total 1771 (667.50) 14,312.50 (62.50) (750.00) 14,250.00 (62.50) (612.50) (412.50	• -	Total 1774	(902,666.42)	834,646.58	(3,619.40)	(906,285.83)	831,027.18	(3,619.40)	(909,905.23)	827,407.77	(3,619.40)	(913,524.63)	823,788.37
Total 1771 (687.50) 14,312.50 (62.50) (750.00) 14,250.00 (62.50) (612.50) 14,187.50 (62.50) (62.50) (612.50) (62.50) (Rebuild Byrdstown Odorant Sys		(687.50)	14,312.50	(62.50)	(750.00)	14,250.00	(62.50)	(812.50)	14,187.50	(62.50)	(875.00)	14,125.00
Total 1775 Total 1775 Total 1775 Total 1777 Total	•-	Total 1771	(687.50)	14,312.50	(62.50)	(750.00)	14,250.00	(62.50)	(812.50)	14,187.50	(62.50)	(875.00)	14,125.00
Total 1775 Total	Services NARUC account 380												
McCreaty; Veach (5.56) (1.280.89 (2.68) (8.04) 1.278.21 (2.68) (10.72) 1.275.53 (2.69) Instance		Total 1775							•				
WoCreaty, Veach (5.36) 1,280.89 (2.68) (8.04) 1,278.21 (2.68) (1.67) (1.275.53) (2.68) (8.04) 1,278.21 (2.68) (8.04) (1,278.21) (1.69) (5.58) (8.692 (1.60) nrty Visitor Center (1.66) (3.72) 883.78 (1.53) (1.53) (1.130) 86.92 (1.60) nrty Visitor Center 10.043.00 2.171.53 (1.53) (1.53) (1.130) 5,410.46 (1.130) nrty Visitor Center 10.043.00 2.171.53 (6.07) (13.29) 2,900.46 (17.37) (11.30) 5,410.46 (11.30) pital 1 Cotal 1772 2.171.53 (6.07) (13.29) 2,900.46 (17.37) (30.65) 8,304.86 (17.37) Subtotal (903.361.14) 86.83 1,329.63 (3.699.27) (910,748.39) 849,900.13 (3.699.27) Subtotal (903.361.14) 848,177.64 (3.699.27) (910,748.30) 1,099.83 14,297.83 2428.62 (17.37) <th></th> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>•</td> <td></td> <td></td> <td></td> <td></td> <td></td>								•					
rity Visitor Center (1.53)	Service - McCreaty; McCreaty; V Service - Delk; Stevens	each	(5.36)	1,280.89 890.64		(8.04)	1,278.21 888.78	(2.68)	(10.72) (5.58)	1,275.53	(2.68)	(13.40)	1,272.85
Total 1772 C7.22 2,171.53 C6.07 C7.242.00 C7.251.001.001.001.001.001.001.001.001.001.0	Service - Chitwood	, chao				(1.53)	733.47	(1.53)	(3.06)	731.94	(1.53)	(4.59)	730.41
Total 1772 (7.22) 2,171.53 (6.07) (13.29) 2,900.46 (17.37) (30.65) 8,304.86 (17.37)	Service - Pickett County Visitor C Service - Jellico Elementary Service - David Creekmore	eure.						(11.30)	(11.30)	5,410.46	(11.30)	(22.59)	5,399.17
Total 1772 (7.22) 2,171.53 (6.07) (13.29) 2,900.46 (17.37) (30.65) 8,304.86 (17.37) Subtotal (903,361.44) 851,130.61 (3,687.97) (307,049.11) 848,177.64 (3,699.27) (910,748.38) 849,900.13 (3,699.27) nt - Jellico 2,055.17 (42,784.83) 186.83 2,242.00 (42,598.00) 918.00 11,869.00 (207,251.00) 913.00 nt - Jellico 10,043.00 (209,077.00) 913.00 10,956.00 (208,164.00) 913.00 11,099.83 14,297.83 (249,662.17) 1,099.83 rotal 1777 12,098.17 (251,861.83) 13,198.00 (250,762.00) 1,099.83 14,297.83 (249,662.17) 1,099.83 entry 14.82 (578.04) 2.47 17.29 (575.57) 2.47 19.76 (573.10) 2.47 Grand total (391,248.15) 598,690.74 (393,833.82) 596,840.07 (2,596.96) (2,596.96)	Service - Jellico Hospital Service - Etter Baptist Church												
Subtotal (903,361.14) 851,130.61 (3,687.97) (907,049.11) 848,177.64 (3,699.27) (910,748.38) 849,900.13 (3,699.27) (3,699.	,-	Total 1772	(7.22)	2,171.53	(6.07)	(13.29)	2,900.46	(17.37)	(30.65)	8,304.86	(17.37)	(48.02)	8,287.49
nt - Jellico 2,055.17 (42,784.83) 186.83 2,242.00 (42,598.00) 186.83 2,428.63 (42,411.17) 186.83 nt - Jellico 10,043.00 (209,077.00) 913.00 10,956.00 (208,164.00) 913.00 11,099.83 (42,411.17) 186.83 (42,411.17) 186.83 (42,411.17) 186.83 (42,411.17) 186.83 nt - Jellico 10,043.00 (209,077.00) 913.00 11,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (247,411.17) 1,099.83 (249,662.17) 1,099.83 (249,662.17) 1,099.83 (247,411.17) 1,099.83 (249,662.17) 1,099.83 (247,411.17) 1,099.83 (249,662.17) 1,099.83		Subtotal	(903,361.14)	851,130.61	(3,687.97)	(907,049.11)	848,177.64	(3,699.27)	(910,748.38)	849,900.13	(3,699.27)	(914,447.65)	846,200.86
wn 4,092,17 (42,164,85) 186,83 2,422,83 (42,411,17) 186,83 own 10,043,00 (209,077,00) 913,00 10,956,00 (208,164,00) 913,00 11,869,00 (207,251,00) 913,00 Total 1777 12,098,17 (251,861,33) 1,099,83 13,198,00 (206,762,00) 1,099,83 14,297,83 (242,662,17) 1,099,83 Total 1778 14,82 (578,04) 2.47 17.29 (575,57) 2.47 19,76 (573,10) 2.47 Total 1778 14,82 (578,04) 2.47 17.29 (575,57) 2.47 19,76 (573,10) 2.47 And total (891,248,15) (896,490,74) (893,833,82) 596,840,07 (2,596,96) (893,833,82) 596,840,07 (2,596,96) (893,696,74) (893,833,82) 596,840,07 (2,596,96) (893,896,74) (893,893,82) (896,490,07 (896,490,07) (893,896,80) (893,896,80) (893,896,80) (893,896,80) (893,896,80) (893,896,80) (893,896,80) (893,896,80)	Acquisition adjustment NARUC account					9							
Total 1777 12,098.17 (251,861.83) 1,099.83 13,198.00 (250,762.00) 1,099.83 14,297.83 (249,662.17) 1,099.83 14.82 (578.04) 2.47 17.29 (575.57) 2.47 19.76 (573.10) 2.47 Total 1778 14.82 (578.04) 2.47 17.29 (575.57) 2.47 19.76 (573.10) 2.47 Grand total (391,248.15) 558,690.74 (2,585.67) (893,833.82) 596,840.07 (2,596.96) (896,430.79) 599,664.86 (2,596.96)	Acquisition Adjustment - Byrdstov	N۸	10,043.00	(209,077.00)		2,242.00 10,956.00	(42,598.00) (208,164.00)	186.83 913.00	2,428.83 11,869.00	(42,411.17) (207,251.00)	186.83 913.00	2,615.67 12,782.00	(42,224.33) (206,338.00)
14.82 (578.04) 2.47 17.29 (575.57) 2.47 19.76 (573.10) 2.47 Total 1778 14.82 (578.04) 2.47 17.29 (575.57) 2.47 19.76 (573.10) 2.47 Grand total (891,248.15) 558,690.74 (2,585.67) (893,833.82) 596,840.07 (2,565.96) (896,430.79) 599,664.86 (2,596.96)	-	Fotal 1777	12,098.17	(251,861.83)	1,099.83	13,198.00	(250,762.00)	1,099.83	14,297.83	(249,662.17)	1,099.83	15,397.67	(248,562.33)
14.82 (578.04) 2.47 17.29 (575.57) 2.47 19.76 (573.10) 2.47 (891,248.15) 598,690.74 (2,585.67) (896,430.79) (896,430.79) 599,664.86 (2,596.96)			14.82	(578.04)		17.29	(575.57)	2.47	19.76	(573.10)	2.47	22.23	(570.63)
(891,248.15) 598,690.74 (2,585.67) (893,833.82) 596,840.07 (2,596.96) (896,430.79) 599,664.86 (2,596.96)	-	Total 1778	14.82	(578.04)	2.47	17.29	(575.57)	2.47	19.76	(573.10)	2.47	22.23	(570.63)
	Ö	rand total	(891,248.15)	598,690.74	(2,585.67)	(893,833.82)	596,840.07	(2,596.96)	(896,430.79)	599,664.86	(2,596.96)	(899,027.75)	597,067.90

	Accum depre Nov-11	NBV Nov-11	Mo Expns Dec-11	Accum depre Dec-11	NBV Dec-11	Mo Expns Jan-12	Accum depre	NBV	Mo Expns	Accum depre	NBV Feb-12
ganizational cost Org Costs										71.00	71-00-1
80% of legal cost of Gasco acq	(6,636.67)	65,763.33	(603.33)	(7,240.00)	65,160.00	(603.33)	(7,843.33)	64,556.67	(603.33)	(8,446.67)	63.953.33
20% of legal cost of Gaso acq Q1 '11	(466.50)	5,753.50	(51.83)	(518.33)	5,701.67	(51.83)	(570.17)	5,649.83	(51.83)	(622.00)	5,598.00
NUC expense for IN transaction	(6,868.13)	84,706.88	(763.13)	(7,631.25)	83,943.75	(763.13)	(8,394.38)	83,180.63	(763.13)	(9,157,50)	82.417.50
Legal Services for GASCO closing	(456.62)	8,675.76	(76.10)	(532.72)	8,599.66	(16.10)	(608.83)	8,523.55	(76.10)	(684.93)	8,447.45
Total 1881	(14,427.91)	164,899.47	(1,494.39)	(15,922.31)	163,405.07	(1,494.39)	(17,416.70)	161,910.68	(1,494.39)	(18,911.10)	160,416.28
Rate Case											
Legal Services for Rate Tariff	(575.03)	5,175.30	(95.84)	(670.87)	5,079.46	(95.84)	(766.71)	4,983.62	(95.84)	(862.55)	4 887 78
Legal Services for Rate Tariff	(220.69)	6,057.59	(110.14)	(660.83)	5,947.45	(110.14)	(750.97)	5,837.31	(110.14)	(881.10)	5 727 18
Legal Services for Rate Tariff	(479.79)	6,717.00	(119.95)	(288.73)	6,597.06	(119.95)	(719.68)	6,477.11	(119.95)	(839.63)	6.357.16
Legal Services for Rate Tariff	(329.31)	6,256.82	(109.77)	(439.08)	6,147.05	(109.77)	(548.84)	6,037.29	(109.77)	(658.61)	5.927.52
Legal Services for Rate Tariff	(203.09)	5,889.54	(101.54)	(304.63)	5,788.00	(101.54)	(406.18)	5,686.45	(101.54)	(507.72)	5.584 91
Legal Services for Rate Tariff	(8.00)	471.85	(8.00)	(16.00)	463.86	(8.00)	(23.99)	455.86	(8.00)	(31.99)	447.86
Legal Services for Rate Tantf			(39.95)	(38.95)	2,356.89	(39.95)	(79.89)	2,316.95	(39.95)	(119.84)	2,277.00
Legal Services for Bate Taniff						(3.94)	(3.94)	232.31	(3.94)	(7.88)	228.38
Legal Services for Jellico Franchise									(64.07)	(64.07)	3,780.02
Legal Services for Jellico Franchise									-		
Total 1882	(2,145.90)	30,568.11	(585.18)	(2,731.08)	32,379.77	(589.12)	(3,320.20)	32,026.90	(653.19)	(3,973.39)	35,217.80
Grand total	(907,821.96)	794,158.32	(4,665.24)	(912,487.21)	792,624.91	(4,680.48)	(917,167.69)	793,602.44	(4,744.55)	(921,912.23)	792,701.99

	ĕ	Mo Expns	Accum depre	NBV Mar.12	Mo Expns	Accum depre	NBV Aprel 2	Mo Expns	Accum depre	NBV May 12	Mo Expns	Accum depre
Land and land rights NARUC account 374		71	71	71 - 10141	7	71.100	21100	Vidy-12	71-4000	21-450	Zi Lino	
Total 1720	1720											
Leasehold Improvements					· i						-	
Total 1656	1656											
Mains NARUC account 376 Byrdstown & County Fentress County Jellico System	_	(1,147.07) (6.29) (2,466.04)	(309,681.09) (1,612.31) (605,850,62)	240,913.91 1,405.69 577.849.38	(1,147.07) (6.29) (2.466.04)	(310,828.17) (1,618.60) (608.316.67)	239,766.83 1,399.40 575.383.33	(1,147.07) (6.29) (2.466.04)	(311,975.24) (1,624.89) (610.782.71)	238,619.76 1,393.11 572.917.29	(1,147.07) (6.29) (2.466.04)	(313,122.31) (1,631.18) (613.248.75)
Total 1774		(3,619.40)	(917,144.03)	820,168.97	(3,619,40)	(920,763.43)	816,549.57	(3,619.40)	(924,382.84)	812,930.16	(3,619.40)	(928,002.24)
Rebuild Byrdstown Odorant Sys		(62.50)	(937.50)	14,062.50	(62.50)	(1,000.00)	14,000.00	(62.50)	(1,062.50)	13,937.50	(62.50)	(1,125.00)
Total 1771	1771	(62.50)	(937.50)	14,062.50	(62.50)	(1,000.00)	14,000.00	(62.50)	(1,062.50)	13,937.50	(62.50)	(1,125.00)
Services NARUC account 380												
Total 1775	1775											
Service - McCreaty; McCreaty; Veach Service - Delk; Stevens		(2.68)	(16.08)	1,270.17 883.20	(2.68)	(18.76) (11.16)	1,267.49 881.34	(2.68) (1.86)	(21.44) (13.02)	1,264.81 879.48	(2.68) (1.86)	(24.12) (14.88)
Service - Chitwood Service - Pickett County Visitor Center		(1.53) (11.30)	(6.13) (33.89)	728.88 5,387.87	(1.53)	(7.66) (45.18)	727.34 5,376.58	(1.53) (11.30)	(9.19) (56.48)	725.81 5,365.28	(1.53) (11.30)	(10.72) (67.77)
Service - Jellico Elementary Service - David Creekmore		(5.42)	(5.42)	2,595.43	(5.42) (1.09)	(10.84) (1.09)	2,590.01 523.91	(5.42) (1.09)	(16.26) (2.19)	2,584.59 522.81	(5.42) (1.09)	(21.67) (3.28)
House								(4.17)	(4.17)	1,997.13	(4.17)	(8.34)
Total 1772	1772	(22.78)	(70.80)	10,865.56	(23.88)	(94.68)	11,366.68	(29.29)	(123.98)	13,937.18	(29.29)	(153.27)
gns	Subtotai	(3,704.69)	(918,152.34)	845,097.02	(3,705.78)	(921,858.12)	841,916.24	(3,711.20)	(925,569.31)	840,804.85	(3,711.20)	(929,280.51)
Acquisition adjustment NARUC account Acquisition Adjustment - Jellico		186.83	2,802.50	(42,037.50)	186.83	2,989.33	(41,850.67)	186.83	3,176.17	(41,663.83)	186.83	3,363.00
Acquisition Adjustment - Byrdstown		913.00	13,695.00	(205,425.00)	913.00	14,608.00	(204,512.00)	913.00	15,521.00	(203,599.00)	913.00	16,434.00
Total 1777	1777	1,099.83	16,497.50	(247,462.50)	1,099.83	17,597.33	(246,362.67)	1,099.83	18,697.17	(245,262.83)	1,099.83	19,797.00
Acquisition balancing entry		2.47	24.70	(568.16)	2.47	27.17	(565.69)	2.47	29.64	(563.22)	2.47	32.11
Total 1778	1778	2.47	24.70	(568.16)	2.47	27.17	(565.69)	2.47	29.64	(563.22)	2.47	32.11
Grand total		(2,602.38)	(901,630.13)	597,066.37	(2,603.48)	(904,233.61)	594,987.89	(2,608.89)	(906,842.50)	594,978.80	(2,608.89)	(909,451.39)

	Mo Expns Mar-12	Accum depre Mar-12	NBV Mar-12	Mo Expns Apr-12	Accum depre Apr-12	NBV Apr-12	Mo Expns May-12	Accum depre Mav-12	NBV Mav-12	Mo Expns Jun-12	Accum depre
Organizational cost Org Costs											!:
80% of legal cost of Gasco acq	(603.33)	(9,050.00)	63,350.00	(603.33)	(9,653.33)	62,746.67	(603.33)	(10,256.67)	62,143.33	(603.33)	(10.860.00)
20% of legal cost of Gaso acq Q1 '11	(51.83)	(673.83)	5,546.17	(51.83)	(725.67)	5,494.33	(51.83)	(777.50)	5,442.50	(51.83)	(829.33)
NUC expense for TN transaction	(763.13)	(9,920.63)	81,654.38	(763.13)	(10,683.75)	80,891.25	(763.13)	(11,446.88)	80,128.13	(763.13)	(12,210.00)
Legal Services for GASCO closing	(76.10)	(761.03)	8,371.35	(76.10)	(837.13)	8,295.25	(76.10)	(913.24)	8,219.14	(76.10)	(989.34)
Total 1881	(1,494.39)	(20,405.49)	158,921.89	(1,494.39)	(21,899.88)	157,427.50	(1,494.39)	(23,394.28)	155,933.10	(1,494.39)	(24,888.67)
Rate Case											
Legal Services for Rate Tariff	(95.84)	(928.39)	4,791.94	(95.84)	(1,054.23)	4,696.10	(95.84)	(1.150.07)	4.600.26	(95.84)	(1,245,90)
Legal Services for Rate Tariff	(110.14)	(991.24)	5,617.04	(110.14)	(1,101.38)	5,506.90	(110.14)	(1,211.52)	5,396.76	(110.14)	(1.321.66)
Legal Services for Rate Tariff	(119.95)	(959.57)	6,237.22	(119.95)	(1,079.52)	6,117.27	(119.95)	(1.199.47)	5,997.33	(119.95)	(1.319.41)
Legal Services for Rate Tariff	(109.77)	(768.38)	5,817.75	(109.77)	(878.15)	5,707.98	(109.77)	(987.92)	5.598.21	(109.77)	(1.097.69)
Legal Services for Rate Tariff	(101.54)	(609.26)	5,483.37	(101.54)	(710.81)	5,381.82	(101.54)	(812.35)	5,280.28	(101.54)	(913.89)
Legal Services for Rate Tariff	(8.00)	(39.99)	439.86	(8.00)	(47.99)	431.87	(8:00)	(22.98)	423.87	(8.00)	(63.98)
Legal Services for Rate Tariff	(38.95)	(159.79)	2,237.05	(39.95)	(199.74)	2,197.10	(39.95)	(239.68)	2,157,16	(39.95)	(279.63)
Legal Services for Rate Tariff	(3.94)	(11.81)	224.44	(3.94)	(15.75)	220.50	(3.94)	(19.69)	216.56	(3.94)	(23.63)
Legal Services for Rate Tariff	(64.07)	(128.14)	3,715.95	(64.07)	(192.20)	3,651.89	(64.07)	(256.27)	3,587.82	(64.07)	(320.34)
Legal Services for Jellico Franchise	(65.62)	(65.62)	3,871.51	(65.62)	(131.24)	3,805.89	(65.62)	(196.86)	3.740.27	(65.62)	(262.48)
Legal Services for Jellico Franchise				(48.90)	(48.90)	2,884.82	(48.90)	(97.79)	2,835.93	(48.90)	(146.69)
Legal Services for Jellico Franchise							(8.90)	(8.90)	525.29	(8.90)	(17.81)
Total 1882	(718.81)	(4,692.19)	38,436.13	(767.70)	(5,459.89)	40,602.15	(776.60)	(6,236.50)	40,359.73	(776.60)	(7,013.10)
Grand total	(4,815.58)	(926,727.81)	794,424.39	(4,865.57)	(931,593.39)	793,017.53	(4,879.89)	(936,473.28)	791,271.63	(4,879.89)	(941,353,17)

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237,472.69 1,386.83 570,451.25 809,310.76 13,875.00 13,875.00 NBV Jun-12 Total 1774 **Total 1720 Total 1656** Total 1771 Rebuild Byrdstown Odorant Sys Leasehold Improvements Mains
NARUC account 376
Byrdstown & County
Fentress County
Jellico System Land and land rights NARUC account 374

Services NARUC account 380

Total 1775

1,262.13 877.63 724.28 5,353.99 2,579.18 521.72 596.01 1,992.96 837,093.65 13,907.89 Subtotal Total 1772 Service - McCreaty; McCreaty; Veach Service - Delk; Stevens Service - Chitwood Service - Pickett County Visitor Center Service - Jellico Elementary Service - David Creekmore Service - Jellico Hospital Service - Etter Baptist Church

(41,477.00) (202,686.00) Acquisition adjustment
NARUC account
Acquisition Adjustment - Jellico
Acquisition Adjustment - Byrdstown

(244,163.00) Total 1777

Acquisition balancing entry

(560.75)(560.75) Total 1778

592,369.91 Grand total

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NBV Jun-12		61,540.00	5,390.67	79,365.00	8,143.04	154,438.71		4,504.43	5,286.62	5,877.38	5,488.44	5,178.74	415.87	2,117.21	212.63	3,523.75	3,674.65	2,787.03	516.38	39,583.13	786,391.74	
	Organizational cost Org Costs	80% of legal cost of Gasco acq	20% of legal cost of Gaso acq Q1 '11	NUC expense for TN transaction	Legal Services for GASCO closing	Total 1881	Rate Case	Legal Services for Rate Tariff	Legal Services for Jellico Franchise	Legal Services for Jellico Franchise	Legal Services for Jellico Franchise	Total 1882	Grand total									

Question 12



10:52 AM 02/17/12

Navitas TN NG, LLC Reconciliation Summary 1124 · Checking - Bank2, Period Ending 01/31/2012

Beginning Balance Cleared Transactions Checks and Payments - 11 items Deposits and Credits - 38 items	6,751.76 -83,860.13 81,624.13	6		
Total Cleared Transactions	-2,236.00			
Cleared Balance	4,515.76	<u>6</u> /1/	JMI	2,17,12
Uncleared Transactions Checks and Payments - 3 items	-2,803.83	= 0		
Total Uncleared Transactions	-2,803.83			
Register Balance as of 01/31/2012	1,711.93	3		
New Transactions Checks and Payments - 3 items Deposits and Credits - 21 items	-13,512.34 14,663.00	-		
Total New Transactions	1,150.66			
Ending Balance	2,862.59	9		

Jan 31, 12

Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 01/31/2012

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance	e					6,751.76
Cleared Tran	nsactions					
Checks a	nd Payments - 1	1 items				
General Journal	12/31/2011	1202	Customer Deposits	Х	-1,050.00 -32.10	-1,050.00
General Journal	1/3/2012	120217		Χ	-32.10	-1,082.10
General Journal	1/3/2012	120217		X	-30.00	-1,112.10
General Journal	1/3/2012	120217		Х	-23.40 🖖	- 1,135.50
Bill Pmt -Check	1/9/2012	1139	Navitas Utility Corp	X	-25,763.50	-26,899.00
Bill Pmt -Check	1/11/2012	1140	Navitas Utility Corp	X	-4,000.00 🗸	-30,899.00
Check	1/20/2012	Trans	State of Tennessee	X	-1,660.00 /	-32,559.00
Bill Pmt -Check	1/24/2012	1141	Navitas Utility Corp	Χ	-24,233,82	-56 ,792.82
General Journal	1/25/2012			X	(15.00)	56,807.82
Bill Pmt -Check	1/30/2012	1142	Navitas Utility Corp	X	-27,000.00	-83,807.82
Check	1/31/2012			X	-27,000.00 / -52.31 %	-83,860.13
Total Che	cks and Payment	s			-83,860.13	-83,860.13
•	and Credits - 38	items				
Deposit	1/17/2011			X	250.00	250.00
Deposit	2/4/2011			X	250.00	500.00
Deposit	2/15/2011			X	500.00	1,000.00
Payment	2/16/2011	Batch	Navitas TN NG LLC	X	50.00	1,050.00
Payment	12/30/2011	Batch	Navitas TN NG LLC	X	1,614.16	2,664.16
Payment	1/3/2012	Batch 1	Navitas TN NG LLC	X	277.31	2,941.47
Payment	1/3/2012	Batch 1	Navitas TN NG LLC	X	15,378.83	18,320.30
Payment	1/4/2012	Batch 2	Navitas TN NG LLC	X	243.40	18,563.70
Payment	1/4/2012	Batch 2	Navitas TN NG LLC	X	263.94	18,827.64
Payment	1/5/2012	Tch 3	Navitas TN NG LLC	X	2,210.58	21,038.22
Payment	1/9/2012	Batch 4	Navitas TN NG LLC	X	2,947.46	23,985.68
Payment	1/10/2012	Batch 5	Navitas TN NG LLC	X	245.98	24,231.66
Payment	1/10/2012	Batch 5	Navitas TN NG LLC	X	295.31	24,526.97
Deposit	1/10/2012			X	2,277.85	26,804.82
Deposit	1/11/2012			X	250.00	27,054.82
Payment	1/11/2012	Batch 6	Navitas TN NG LLC	X	540.28	27,595.10
Payment	1/12/2012	h 7	Navitas TN NG LLC	X	302.59	27,897.69
Deposit	1/13/2012			X	25.00	27,922.69
Payment	1/13/2012	Batch 8.	Navitas TN NG LLC	X	138.77	28,061.46
Payment	1/13/2012	Batch 8	Navitas TN NG LLC	X	229.98	28,291.44
Payment	1/17/2012	Batch 9	Navitas TN NG LLC	X	95.06	28,386.50
Deposit	1/17/2012			X	250.00	28,636.50
Deposit	1/17/2012			X	600.00	29,236.50
Deposit `	1/17/2012			X	600.00	29,836.50
Payment	1/17/2012	Batch 9	Navitas TN NG LLC	X	3,648.77	33,485.27
Payment	1/18/2012	Batch	Navitas TN NG LLC	X	175.08	33,660.35
Payment	1/18/2012	Batch	Navitas TN NG LLC	Х	428.94	34,089.29
Payment	1/19/2012	Batch	Navitas TN NG LLC	X	6,015.70	40,104.99
Payment	1/20/2012	Batch	Navitas TN NG LLC	Х	3,009.31	43,114.30
Payment	1/23/2012	Batch	Navitas TN NG LLC	X	9,004.45	52,118.75
Payment	1/24/2012	Batch	Navitas TN NG LLC	X	70.70	52,189.45
Payment	1/25/2012	Batch	Navitas TN NG LLC	X	5,238.61	57,428.06
Payment	1/26/2012	Batch	Navitas TN NG LLC	X	44.39	57,472.45
Payment	1/26/2012	Batch	Navitas TN NG LLC	X	2,715.12	60,187.57
Payment	1/27/2012	Batch	Navitas TN NG LLC	X	2,437.22	62,624.79
Payment	1/30/2012	Batch	Navitas TN NG LLC	X	18,344.50	80,969.29
Payment	1/31/2012	Batch	Navitas TN NG LLC	X	75.00 570.94	81,044.29
Payment	1/31/2012	Batch	Navitas TN NG LLC	Χ.	579.84	81,624.13
	osits and Credits		•		81,624.13	81,624.13
Total Cleared	Transactions			•	-2,236.00	-2,236.00
Cleared Balance					-2,236.00	4,515.76

10:52 AM 02/17/12

Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 01/31/2012

Туре	Date	Num	Name	Clr	Amount	Balance
Uncleared Tr						
Checks a	nd Payments - 3					
Bill Pmt -Check	1/30/2012	1145	Pickett County Trus		-1,451.83	-1,451.83
Bill Pmt -Check	1/30/2012	1144	Jellico City Recorder		-1,345.00	-2,796.83
Bill Pmt -Check	1/30/2012	1143	Fentress County Tr		-7.00	-2,803.83
Total Ched	cks and Payment	s			-2,803.83	-2,803.83
Total Unclear	ed Transactions				-2,803.83	-2,803.83
Register Balance as	s of 01/31/2012				-5,039.83	1,711.93
New Transac						
	nd Payments - 3				5 000 00	5 000 00
Bill Pmt -Check	2/2/2012	1146	Navitas Utility Corp		-5,000.00 7,510.04	-5,000.00
Bill Pmt -Check	2/9/2012	1147	Navitas Utility Corp		-7,512.34 4,000.00	-12,512.34
Bill Pmt -Check	2/13/2012	1148	Navitas Utility Corp		-1,000.00	-13,512.34
Total Ched	cks and Payment	ts			-13,512.34	-13,512.34
Deposits	and Credits - 21	items				
Payment .	2/1/2012	Batch	Navitas TN NG LLC		92.13	92.13
Payment	2/1/2012	Batch	Navitas TN NG LLC		284.21	376.34
Payment	2/1/2012	Batch	Navitas TN NG LLC		2,226.77	2,603.11
Payment	2/2/2012	Batch	Navitas TN NG LLC		162.57	2,765.68
Payment	2/2/2012	Batch	Navitas TN NG LLC		870.47	3,636.15
Payment	2/3/2012	Batch	Navitas TN NG LLC		160.06	3,796.21
Deposit	2/3/2012				250.00	4,046.21
Payment	2/3/2012	Batch	Navitas TN NG LLC		2,844.48	6,890.69
Deposit	2/6/2012				250.00	7,140.69
Payment	2/6/2012	Batch	Navitas TN NG LLC		1,667.79	8,808.48
Payment	2/8/2012	Batch	Navitas TN NG LLC		25.00	8,833.48
Payment	2/8/2012	Batch	Navitas TN NG LLC		149.38	8,982.86
Payment	2/9/2012	Batch	Navitas TN NG LLC		130.13	9,112.99
Payment	2/9/2012	Batch	Navitas TN NG LLC		218.79	9,331.78
Deposit	2/9/2012				2,643.62	11,975.40
Payment	2/10/2012	Batch	Navitas TN NG LLC		100.00	12,075.40
Payment	2/13/2012	Batch	Navitas TN NG LLC		202.06	12,277.46
Deposit	2/13/2012				400.00	12,677.46
Payment	2/13/2012	Batch	Navitas TN NG LLC		450.78	13,128.24
Payment	2/14/2012	Batch	Navitas TN NG LLC		668.84 865.92	13,797.08
Payment	2/14/2012	Batch	Navitas TN NG LLC			14,663.00
Total Depo	osits and Credits				14,663.00	14,663.00
Total New Tra	ansactions				1,150.66	1,150.66
Ending Balance					-3,889.17	2,862.59



909 South Meridian Oklahoma City, OK 73108 Phone (405) 946-2265 24hr Info Line (405) 948-8877 Toll-Free (877) 409-2265 www.bank2online.com Banking at Its Absolute Best™

Return Service Requested

476

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: 1 of 6 14009185 01/31/12

Date

Enclosures

25

1400-918-5

Commercial Checking2

Summary of Activity Since Your Last Statement

 Balance Forward From 01/01/2012
 6,751.76 Images Enclosed
 25

 30 Deposits/Credits
 80,574.13 Minimum Balance
 3,750.45

 10 Withdrawals/Debits
 82,810.13 Average Balance
 15,118.74

 Ending Balance As Of 01/31/2012
 4,515.76 Average Available Balance
 7,206.87

- DEPOSITS -

	DATE	AMOUNT DESCRIPTION	DATE	AMOUNT DESCRIPTION	
	01/03/2012	15,378.83 √Regular Deposit	01/18/2012	1,200.00√Regular Deposit <u>@ ∩</u>	1600
	01/03/2012	1,614.16 Regular Deposit	01/18/2012	428.94 Regular Deposit	
	01/04/2012	243.40 ∕Regular Deposit	01/19/2012	6,015.70√Regular Deposit	
	01/05/2012	2,210.58√Regular Deposit	01/20/2012	3,009.31√βegular Deposit	
	01/09/2012	2,947.46 ∕Regular Deposit	01/23/2012	9,004.45 √ βegular Deposit	
	01/10/2012	245.98 Regular Deposit	01/25/2012	5,238.61 ∕Regular Deposit	
10.0	0 01/11/2012	790 28√Regular Deposit	01/26/2012	2,715.12√Regular Deposit	
	01/12/2012	302.59 Regular Deposit	01/27/2012	2,437.22 Regular Deposit	
	01/13/2012	138.77√Regular Deposit	01/30/2012	18,344.50√Regular Deposit	
	01/17/2012	3,648.77 Regular Deposit	01/31/2012	579.84√Regular Deposit	*

OTHER CREDITS -

DATE	AMOUNT DESCRIPTION
01/04/2012	277.31 ✓ Ach deposit
	BANKCARD MTOT DEP
01/05/2012	263.94√ Ach deposit
	BANKCARD MTOT DEP
01/10/2012	2,277.85 V EFT/ACH Credit
	CBSW BILL
01/10/2012	295.31 / Ach deposit
	BANKCARD MTOT DEP
01/17/2012	345.06 ✓ Ach deposit <u>95.06</u> + 250.00
	BANKCARD MTOT DEP
01/17/2012 1	254.98 V Ach deposit 729.48 + 75
	BANKCARD MTOT DEP
01/18/2012	175.08 ✓ Ach deposit
	BANKCARD MTOT DEP
01/24/2012	70.70 ✓ Ach deposit
•	BANKCARD MTOT DEP
01/26/2012	44.39 ✓ Ach deposit



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UNIT D

Return Service Requested

NAVITAS TN NG LLC

COSTA MESA, CA 92626

3186 AIRWAY AVE

Date

Page Number Account Number:

14009185 01/31/12

Enclosures

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2 of 6

		OTUED O	DEDITO				
DATE	AMOUNT	DESCRIPTION	KEDIIS—				
01/31/2012	75.00V	BANKCARD MTOT DEP Ach deposit BANKCARD MTOT DEP			·		
		———— CHEC	CKS				<u> </u>
DATE	CHECK NO	. AMOUNT	DATE	СН	IECK NO		AMOUNT
01/10/2012	1139	25,763.50	01/25/20		1141		24,233.82
01/12/2012	1140	4,000.00	01/31/20		1142		27,000.00
				notes mi	ssing check i	number in s	sequence
DATE	ANGUINT	OTHER I	DEBITS	7	413		
DATE 01/03/2012	. AMOUNT 23.401/	DESCRIPTION Ach withdrawal	•	VIT	Linda :	Shara	750
01/03/2012	23.400	BANKCARD MTOT DISC	>	<i>,</i> , ,		3 map many	r 250
01/04/2012	32.10V			2/4	W13		
01/04/2012	30.00 √	DECEMBER 214 RDC IT Miscellaneous Debit	EMS @ \$0.15	- y -(Mary Elle	y sie	750
01/04/2012	00.000	DECEMBER ACH BATC	H 1 @ \$30.00		2413		
01/25/2012	15.00 🗸	Miscellaneous Debit	_	2/15	David	Perb ive	250
01/25/2012	1,660.00 🗸	Ach withdrawal TENN DEPT OF REV SA	N FS TAX		charles	Un6	250
					•		550
			CHARGES —		.43		
DATE	AMOUNT	DESCRIPTION		TNA	14 Custom	ers	50
01/31/2012	52.31 🗸	Net Service Charge		1.116		•	,
		SERVICE CHAR	GF ANALYS	. 15			
6 Checks Pa	aid		@		`•	JE 12	10-71501
140 Fed Items	Deposited		@			-	•
Maintenar	ice Fee ENT CREDIT					7.5 -0.0	
MAGGIN	ENTUREDIT					-0.0	19
		DAILY BALANC	E INFORMA	TION -			
DATE -	BALANCE	DATE	BALANCE		DATE		BALANCE
12/31/2011	6,751.76	01/11/2012	7,447.86		01/20/20		18,967.06
01/03/2012 01/04/2012	23,721.35 24,179.96	01/12/2012 01/13/2012	3,750.45 3,889.22		01/23/20 01/24/20		27,971.51 28,042.21
01/05/2012	26,654.48	01/17/2012	8,138.03		01/25/20	12	7,372.00
01/09/2012	29,601.94	01/18/2012	9,942.05		01/26/20		10,131.51
01/10/2012	6,657.58	01/19/2012	15,957.75		01/27/20	/12 1	12,568.73





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UNIT D

Return Service Requested

NAVITAS TN NG LLC

COSTA MESA, CA 92626

3186 AIRWAY AVE

476

Page Number **Account Number:**

3 of 6 14009185

Date

01/31/12

Enclosures

25

	·	— DAILY BALA	NCE INFORMATION		
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE

01/30/2012 30,913.23 01/31/2012

4,515.76

SUMMARY OF FEES FOR PAYING AND RETURNING ITEMS

			Refunde	d Fees For
Reporting Period	Total Overdraft Fees	Total Returned Item Fees	Total Overdraft Fees	Total Returned Item Fees
TOTAL LAST YEAR	34.00			

-IN ACCORDANCE WITH FEDERAL REGULATION WE HAVE REDUCED THE TIME WE MAY HOLD ITEMS DEPOSITED TO YOUR ACCOUNT. FUNDS FROM CASH AND CHECKS DEPOSITED WILL STILL NORMALLY BE AVAILABLE TO YOU ON THE NEXT BUSINESS DAY FOLLOWING THE DAY WE RECEIVE YOUR DEPOSIT. ANY DELAY IN AVAILABILITY OF YOUR FUNDS WILL GENERALLY BE TWO BUSINESS DAYS. UNDER CERTAIN CIRCUMSTANCES WE MAY DELAY FUNDS AVAILABILITY UP TO SEVEN BUSINESS DAYS. IF WE DECIDE TO DELAY YOUR FUNDS AVAILABILITY WE WILL NOTIFY YOU AT THE TIME OF YOUR DEPOSIT OR AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF **OUR FUNDS AVAILABILITY POLICY PLEASE CONTACT US AT (405)946-2265.**



rn Service Requested

Page Account:

4 of 6 14009185 01/31/12

#11 /0000 120000/

11103032966:0034009385

01/18/2012 \$1,200.00

Date

Deposit Deposit 410301296640014009185 *** 700000390387 0.10301298600014009185 #11 700001614167 01/11/2012 \$790.28 01/03/2012 \$1,614.16 Deposil Deposil 010 101 2986000 14009 185 #11 /0001537883/ #11 /0000010259/ 01/12/2012 \$302.59 01/03/2012 \$15,378.83 Deposit # 103012906#0014009165 # \$ \$ 700000 24 3407 640301296600014009185 P11 /0000013877/ 01/13/2012 \$138.77 01/04/2012 \$243.40 Deposit carponal002889540014009185 #11 /0000364877/ 0.10301296600014009185 #11 Y0000 221058/ 01/17/2012 \$3,648.77 \$2,210.58 01/05/2012 Account Harrer, IDAVITAS THING Account Humbal 4014000185 Deposal Amount 2847 48 Deposal Date/Time 16/12 4 29 PM UTC Deposit Deposit # 103012986#0014009185 #44 7000001389W C 10 10 1 2966 000 1 400 9 18 5 PAR 20000294746/ 01/18/2012 \$428.94 01/09/2012 \$2,947.46 Deposit

¢103012966¢0014009185

01/10/2012 \$245.98

#11 /0000024598/



Return Service Requested

Page Account: 5 of 6 14009185

Date

MOOTIFIN 0:1030154864: 00170041824

01/25/2012 1141 \$24,233.82

01/31/12

Deposit 010301298600014009185 #11 /0000601570/ 4 10 30 1 2986 400 14009 10 5 01/19/2012 \$6,015.70 01/30/2012 \$18,344.50 Account Harre. NAVITAS THING
Account Narroar us114000185
Deposit Amount 1000 31
Deposit Deposit Deposit Deposit Inc. Deposit Deposit 103012966:0014009185 #11 /0000300931/ 0.10301298800014009185 # 11 /000005?984/ 01/20/2012 \$3,009.31 01/31/2012 \$579.84 **Charge Back Fee** DDA 01/25/2012 NAVITAS TN NG LLC Acct #: 14009185 Deposit Amount of fee: \$15.00 **Debit** 0.10301296600014009105 #11 /0000900445/ 01/23/2012 \$9,004.45 01/25/2012 \$15.00 PAY TO THE CADER OF... \$ -25 763 56 Deposit ::101012766::0014007185 #11 /0000533861/ 01/25/2012 \$5,238.61 01/10/2012 1139 \$25,763.50 Deposit 010101298600014009185 **** /0000271512/ #001140# #103012966# 0014009185# 01/26/2012 \$2,715.12 01/12/2012 1140 \$4,000.00 Deposit Nevitas Utěty Corporation 18218 East McDurmott, Surle I Irvinc, CA 92814

1010101298640014009185

01/27/2012 \$2,437.22

P\$\$ 200002437887



" 'm Service Requested

	0	NAVITAS TN NG, LLC up a basi McDunMoit, STE i MOIE CA DASI (MOI 42.788)	BANK COLL LANGUAGE COLLEGE COL	1142
i I			-	\$ ~27,000 00
Iven	y Seesa Thous	nut and 00/100	***************************************	DOLLARS
	Navilas Ublily 18218 East M Irvine, ÇA 926	cDurmott, Suite I		
WENO			(An-ox	30scuria
	tir	0011454 1210301596	G: 0014009185#	

01/31/2012 1142 \$27,000.00

476

Page Account:

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6 of 6 14009185

Date

01/31/12



PAGE

1

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

MONTH ENDING 01/31/12 2 PAGES IN THIS STATEMENT

MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

CCO

7577

0080

7577

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

TOTAL CHARGE TO	YOUR ACCOU	ENT IS			112	.76
		SUMMARY	OF CARD DE	POSITS		
CARD TYPE	S	ALES		RETURNS	•	NET
MASTERCARD	8	741.14	0	0.00		741.14
VISA	12	1,141.66	. 0	0.00		1,141.66
DCVR ACQ	2	295.31	0	0.00		295.31
TOTAL	22	2,178.11	0	0.00		2,178.11
~~~~~~~~~		SUMMAR	Y OF CARD	FEES		
MASTERCARD DISC 1						
MQUAL DISC		741.14		0.02750	20.39	
AUTHS & AVS				·		
POS-LOC			AT	0.1175	2.12	
POS AUTHS		1	AT	0.1225	0.12	22.63
TOTAL						22.63
VISA DISC 1						
QUAL DISC		1,135.66		0.02500	28.39	
NQUAL DISC		6.00		0.03500	0.21	
AUTHS & AVS						
POS-LOC		12	AT	0.1175	1.41	70.03
TOTAL						30.01
DCVR ACQ DISC 1						
QUAL DISC		295.31		0.02500	7.38	
AUTHS & AVS						
POS-LOC		2	AT	0.1175	0.24	
TOTAL						7.62
TOTAL CARD FEES						60.26
		SUMMARY OF	MISCELLAN	EOUS FEES		
TOTAL CARD FEES						60.26
ANNUAL FEE	_	·				50.00
MONTHLY ACCT FEE	•					1.50
IRS REPORTING FEE						1.00
TOTAL CHARGES	,					112.76

Page 1 of 2

20120131

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

**PAGE** 

2

MONTH ENDING

01/31/12

#### MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

7577

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

#### SUMMARY OF MONETARY BATCHES

#### **BATCHES**

GROSS	R&C	NET	DATE	REF
277.31	0.00	277.31	01/03	98000341020
263.94	0.00	263.94	01/04	98000441031
295.31	0.00	295.31	01/09	98000911026
254.98	0.00	254.98	01/13	98001341027
345,06	0.00	345.06	01/16	98001611018
175.08	0.00	175.08	01/17	98001711026
70.70	0.00	70.70	01/23	980023110
44.39	0.00	44.39	01/25	98002511(
75.00	0.00	75.00	01/30	980030110≥∠
284.21	0.00	284.21	01/31	98003111024
92.13	0.00	92.13	01/31	98003111025

#### TAX GROSS REPORTABLE SALES BY TIN

MONTH JAN

**DESCRIPTION** 

Gross Reportable Sales - TIN # ***** 4573

TOTAL

\$2,178.11

#### 2012 YTD GROSS REPORTABLE SALES

\$2,178.11

TAX GROSS REPORTABLE SALES: Per IRC 6050W, the total dollar amount of aggregate reportable payment card and third party network transactions for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts, or any other amounts per respective tax identification number.

LAST PAGE OF THIS STATEMENT

# Question 12

5:05 PM 04/11/12

### Navitas TN NG, LLC Reconciliation Summary 1124 · Checking - Bank2, Period Ending 02/29/2012



	Feb 29, 12			
Beginning Balance		4,515.76		
Cleared Transactions Checks and Payments - 14 items Deposits and Credits - 33 items	-67,650.33V 69,218.71			
<b>Total Cleared Transactions</b>	1,568.38			
Cleared Balance		6,084.14	3177	4.11.12
Uncleared Transactions Checks and Payments - 1 item Deposits and Credits - 1 item	-4,173.00 142.24			
Total Uncleared Transactions	-4,030.76			
Register Balance as of 02/29/2012		2,053.38		
New Transactions Checks and Payments - 12 items Deposits and Credits - 45 items	-94,240.76 95,957.99			
Total New Transactions	1,717.23			
Ending Balance		3,770.61		

# Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 02/29/2012

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						4,515.76
Cleared Trans	sactions					
Checks an	d Payments - 1	4 items				
Bill Pmt -Check	1/30/2012	1145	Pickett County Trus	X	-1,451.83	-1,451.83
Bill Pmt -Check	1/30/2012	1144	Jellico City Recorder	X	-1,345.00	-2,796.83
Bill Pmt -Check	1/30/2012	1143	Fentress County Tr	X	-7.00	-2,803.83
Bill Pmt -Check	2/2/2012	1146	Navitas Utility Corp	X	-5,000.00	-7,803.83
General Journal	2/2/2012	120307		X	-112.76 -64.80	-7,916.59
General Journal	2/2/2012	120307		X X	-30.00 <b>b</b>	-7.981.39 -8.011.39
General Journal	2/2/2012	120307	Navitas Litility Corp	x	-7,512.34 <b>-</b>	-15,523.73
Bill Pmt -Check	2/9/2012	1147	Navitas Utility Corp	x	-1,000.00	-16,523.73
Bill Pmt -Check	2/13/2012	1148 1149	Navitas Utility Corp	â	-16,000.00	-32,523.73
Bill Pmt -Check	2/20/2012	Trans	Navitas Utility Corp State of Tennessee	â	-2,080.00 <b>′</b>	-34,603.73
Check	2/21/2012 2/28/2012	1152	Navitas Utility Corp	â	-24,000.00	-58,603.73
Bill Pmt -Check Bill Pmt -Check	2/28/2012	1152	Fort Cobb Fuel Aut	x	-9 007 92	-67,611.65
Check	2/29/2012	1101	FOIL CODD I del Aut	â	-38.68 <b>%</b>	-67,650.33
Total Check	ks and Payment	ts		_	-67,650.33	-67,650.33
Deposits a	nd Credits - 33	items				
Payment	2/1/2012	Batch	Navitas TN NG LLC	X	92.13	92.13
Payment	2/1/2012	Batch	Navitas TN NG LLC	X	284.21	376.34
Payment	2/1/2012	Batch	Navitas TN NG LLC	X	2,226.77	2,603.11
Payment	2/2/2012	Batch	Navitas TN NG LLC	X	162.57	2,765.68
Payment	2/2/2012	Batch	Navitas TN NG LLC	X	870.47	3,636.15
Payment	2/3/2012	Batch	Navitas TN NG LLC	X	160.06	3,796.21
Deposit	2/3/2012		N. W. THINGILO	X	250.00	4,046.21
Payment	2/3/2012	Batch	Navitas TN NG LLC	X	2,844.48	6,890.69
Deposit	2/6/2012	D. L.L	New Steen TNI NO. LLO	X	250.00 1.667.79	7,140.69
Payment	2/6/2012	Batch	Navitas TN NG LLC	X X	25.00	8,808.48 8,833.48
Payment	2/8/2012	Batch	Navitas TN NG LLC Navitas TN NG LLC	x	149.38	8,982.86
Payment	2/8/2012	Batch Batch	Navitas TN NG LLC	â	130.13	9,112.99
Payment	2/9/2012 2/9/2012	Batch	Navitas TN NG LLC	â	218.79	9,331.78
Payment Deposit	2/9/2012	Daton	Mavitas (14 NG LLC	â	2,643.62	11,975.40
Deposit	2/10/2012	Batch	Navitas TN NG LLC	x	100.00	12,075.40
Payment Payment	2/13/2012	Batch	Navitas TN NG LLC	x	202.06	12,277.46
Deposit	2/13/2012	Daton	1141165 111110 220	x	400.00	12,677.46
Payment	2/13/2012	Batch	Navitas TN NG LLC	x	450.78	13,128.24
Payment	2/14/2012	Batch	Navitas TN NG LLC	X	668.84	13,797.08
Payment	2/14/2012	Batch	Navitas TN NG LLC	X	865.92	14,663.00
Payment	2/17/2012	Batch	Navitas TN NG LLC	X	14,102.90	28,765.90
Payment	2/21/2012	Batch	Navitas TN NG LLC	X	14,629.46	43,395.36
Payment	2/23/2012	Batch	Navitas TN NG LLC	Х	86.09	43,481.45
Payment	2/23/2012	Batch	Navitas TN NG LLC	Х	4,486.79	47,968.24
Payment	2/24/2012	Batch	Navitas TN NG LLC	X	117.40	48,085.64
Payment	2/24/2012	Batch	Navitas TN NG LLC	X	5,964.97	54,050.61
Payment	2/27/2012	Batch	Navitas TN NG LLC	Х	150.00	54,200.61
Payment	2/27/2012	batch	Navitas TN NG LLC	Х	10,201.33	64,401.94
Payment	2/28/2012	Batch	Navitas TN NG LLC	X	81.40	64,483.34
Payment	2/28/2012	Batch	Navitas TN NG LLC	X	229.62	64,712.96
Payment	2/28/2012	Batch	Navitas TN NG LLC	X	2,998.70	67,711.66
Payment	2/29/2012	Batch	Navitas TN NG LLC	Χ _	1,507.05	69,218.71
Total Depos	sits and Credits				69,218.71	69,218.71
Total Cleared	Transactions			-	1,568.38	1,568.38
Cleared Balance					1,568.38	6,084.14
Uncleared-Tra		***				
Checks an Bill Pmt -Check	d Payments - 1 2/22/2012	i <b>tem</b> 1150	Campbell County Tr		-4,173.00	-4,173.00
Total Check	ks and Paymen	ts		_	-4,173.00	-4,173.00

# Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 02/29/2012

Туре	Date	Num	Name	Clr	Amount	Balance
•	and Credits - 1 i				440.04	440.04
Payment	2/29/2012	Batch	Navitas TN NG LLC	_	142.24	142.24
Total Dep	osits and Credits			_	142.24	142.24
Total Unclear	red Transactions			_	-4,030.76	-4,030.76
Register Balance a	s of 02/29/2012				-2,462.38	2,053.38
New Transac						
	nd Payments - 1				4 400 00	4 400 00
Bill Pmt -Check	3/5/2012	1153	Navitas Utility Corp		-4,400.00	-4,400.00
Check	3/6/2012	1154	Amy Creekmore		-141.11	-4,541.11 20 541.11
Bill Pmt -Check	3/12/2012	1155	Navitas Utility Corp		-16,000.00 -3,000.00	-20,541.11 -23,541.11
Bill Pmt -Check	3/13/2012	1156 1157	Navitas Utility Corp		-31,814.89	-55,356.00
Bill Pmt -Check	3/19/2012	Trans	Navitas Utility Corp State of Tennessee		-2,770.82	-58,126.82
Check	3/20/2012 3/21/2012	1158	Tennesee Regulato		-1,920.00	-60,046.82
Bill Pmt -Check Check	3/28/2012	1159	Donna Cox		-29.38	-60,076.20
Bill Pmt -Check	3/30/2012	1160	Navitas Utility Corp		-28,000.00	-88,076.20
Bill Pmt -Check	4/4/2012	1161	Navitas Utility Corp		-3,000.00	-91,076.20
Bill Pmt -Check	4/9/2012	1162	Navitas Utility Corp		-3,000.00	-94,076.20
Check	4/11/2012	1102	Charles Hale		-164.56	-94,240.76
	cks and Payment	ts.		_	-94,240.76	-94,240.76
	and Credits - 45		•		,	
Deposit	3/1/2012				250.00	250.00
Payment	3/1/2012	Batch	Navitas TN NG LLC		1,284.04	1,534.04
Payment	3/2/2012	Batch	Navitas TN NG LLC		579.45	2,113.49
Payment	3/2/2012	Batch	Navitas TN NG LLC		1,020.87	3,134.36
Payment	3/5/2012	Batch	Navitas TN NG LLC		13,255.42	16,389.78
Payment	3/7/2012	batch	Navitas TN NG LLC		249.93	16,639.71
Payment	3/7/2012	batch	Navitas TN NG LLC		770.31	17,410.02
Deposit	3/8/2012				2,261.30	19,671.32
Payment	3/9/2012	Batch	Navitas TN NG LLC		581.77	20,253.09
Deposit	3/12/2012				250.00	20,503.09
Payment	3/12/2012	Batch	Navitas TN NG LLC		2,334.12	22,837.21
Payment	3/13/2012	Batch	Navitas TN NG LLC		116.49	22,953.70
Payment	3/14/2012	Batch	Navitas TN NG LLC		234.85	23,188.55
Payment	3/14/2012	Batch	Navitas TN NG LLC		4,612.10	27,800.65
Payment	3/15/2012	Batch	Navitas TN NG LLC		1,499.05	29,299.70
Deposit	3/19/2012				25.00	29,324.70
Payment	3/19/2012	Batch	Navitas TN NG LLC		75.57	29,400.27
Payment	3/19/2012	batch	Navitas TN NG LLC		272.62	29,672.89
Payment	3/19/2012	Batch	Navitas TN NG LLC		5,607.04	35,279.93
Payment	3/19/2012	Batch	Navitas TN NG LLC		20,862.78 91.39	56,142.71 56,234.10
Payment	3/21/2012	Batch	Navitas TN NG LLC Navitas TN NG LLC		2,588,35	58,822.45
Payment	3/21/2012 3/22/2012	Batch Batch	Navitas TN NG LLC		638.72	59,461.17
Payment	3/22/2012	Batch	Navitas TN NG LLC		2,737.78	62,198.95
Payment Payment	3/23/2012	Batch	Navitas TN NG LLC		170.79	62,369.74
Payment	3/23/2012	Batch	Navitas TN NG LLC		1,048.08	63,417.82
Payment	3/26/2012	Batch	Navitas TN NG LLC		180.47	63,598.29
Payment	3/26/2012	Batch	Navitas TN NG LLC		9,320.61	72,918.90
Payment	3/27/2012	Batch	Navitas TN NG LLC		747.08	73,665.98
Payment	3/28/2012	Batch	Navitas TN NG LLC		314.82	73,980.80
Payment	3/29/2012	Batch	Navitas TN NG LLC		835.84	74,816.64
Payment	3/30/2012	Batch	Navitas TN NG LLC		299.71	75,116.35
Payment	3/30/2012	Batch	Navitas TN NG LLC		12,132.00	87,248.35
Payment	4/2/2012	Batch	Navitas TN NG LLC		2,082.51	89,330.86
Payment	4/3/2012	Batch	Navitas TN NG LLC		220.71	89,551.57
Payment	4/4/2012	Batch	Navitas TN NG LLC		973.11	90,524.68
Payment	4/9/2012	Batch	Navitas TN NG LLC		38.00	90,562.68
Deposit	4/9/2012				750.00	91,312.68
Payment	4/9/2012	Batch	Navitas TN NG LLC		965.99	92,278.67
Deposit	4/9/2012				1,892.15	94,170.82
Payment	4/10/2012	Batch	Navitas TN NG LLC		181.57	94,352.39
1 dynnont						
Payment Payment	4/10/2012 4/11/2012	Batch Batch	Navitas TN NG LLC Navitas TN NG LLC		240.72 181.70	94,593.11 94,774.81

5:05 PM 04/11/12

# Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 02/29/2012

Туре	Date	Num	Name	Cir	Amount	Balance
Payment Payment	4/11/2012 4/11/2012	Batch	Navitas TN NG LLC Navitas TN NG LLC		442.71 740.47	95,217.52 95,957.99
Total Deposits and Credits					95,957.99	95,957.99
Total New Transactions					1,717.23	1,717.23
Ending Balance	•			_	-745.15	3,770.61



Phone (405) 946-2265 24hr Info Line (405) 948-8877 Toll-Free (877) 409-2265 www.bank2online.com Banking at Its Absolute Best™

#### 

Return Service Requested

476

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date 1 of 6 14009185 02/29/12 \( \cdot \)

Enclosures

26

14	100	-9	18	-5
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#### Commercial Checking2

Summary of Activity Sir	nce Your Last Statement		
Balance Forward From 02/0	01/2012 4,515.76 V	/Images Enclosed	26
30 Deposits/Credits	69,218.71 \	/ Minimum Balance	1,067.43
14 Withdrawals/Debits	67,650.33 >	Average Balance	11,787.21
Ending Balance As Of 02/2		Average Available Balance	3.937.09

STION
PTION
Deposit
Deposit 14 102,90
Deposit
•

	OTHER CREDITS
DATE	AMOUNT DESCRIPTION
02/01/2012	376.34 V Ach deposit 264.21 + 92.13
	BANKCARD MTOT DEP
02/03/2012	162.57√ Ach deposit
00/00/0040	BANKCARD MTOT DEP
02/06/2012	160.06 ✓ Ach deposit  ∠ BANKCARD MTOT DEP
02/08/2012	149.38 Ach deposit
02.00.20.2	BANKCARD MTOT DEP
02/09/2012	2,643.62 ✓ EFT/ACH Credit
	CBSW BILL
02/09/2012	130.13 V Ach deposit
	BANKCARD MTOT DEP
02/13/2012	450.78 ✓ Ach deposit  BANKCARD MTOT DEP
02/14/2012	865.92 Ach deposit
02/14/2012	BANKCARD MTOT DEP
02/23/2012	86.09 Ach deposit
•	BANKCARD MTOT DEP



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Return Service Requested

**NAVITAS TN NG LLC** 3186 AIRWAY AVE **UNIT D** COSTA MESA, CA 92626 **Page Number Account Number:** Date

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**Enclosures** 

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		OTHER CR	EDITS		
DATE	AMOUNT	DESCRIPTION			
02/24/2012	2 5,964.97√	Miscellaneous Credit			
00/07/0040	447.40\	/ RDC DEPOSIT CORRECT	ION 2-24-2012	•	
02/27/2012	2 117.40 √	Ach deposit  BANKCARD MTOT DEP			
02/28/2012	2 150.00√	Ach deposit			•
		BANKCARD MTOT DEP			
02/29/2012	311.026	Ach deposit			
		BANKCARD MTOT DEP			
		CHECK	(S	, <u></u>	
DATE	CHECK NO	. AMOUNT	DATE	CHECK NO	AMOUNT
02/06/2012	1143	7.00 🏑	02/14/2012	1148	1,000.00
02/06/2012		1,345.00	02/22/2012	1149	16,000.00
02/07/2012		1,451.83	02/28/2012	1151 *	9,007.92
02/03/2012		5,000.00 [√] ,	02/29/2012	1152	24,000.00
02/10/2012	1147	7,512.34 <b>V</b>			
		•	* - denot	es missing check n	umber in sequence
		OTHER DE	EBITS		
DATE	AMOUNT	DESCRIPTION			
02/02/2012	! 112.76√	Ach withdrawal			
	V	BANKCARD MTOT DISC			
02/03/2012	64.80 [√]		0 00 15		
2010212242	20.00 \	JANUARY 432 RDC ITEMS	S @ \$0.15		
02/03/2012	30.00 ∨	Miscellaneous Debit  JANUARY ACH BATCH FE	E 1 @ £20.00		
02/23/2012	2,080.00 🗸		E 1 @ \$30.00	1	
0212312012	2,000.00 7	TENN DEPT OF REV SALE	ES TAY		1
		TENNI DEL TOTREV SALI	_0 17/		
		SERVICE CH	ARGES		·
DATE	AMOUNT	DESCRIPTION			
02/29/2012	38.68√	Net Service Charge			
		_			
<del></del>	<del></del>	SERVICE CHARG			
Checks				.15000 EACH	1.65
	ns Deposițed		@ 0	.10000 EACH	29.60
	ance Fee				7.50
INVEST	MENT CREDIT				-0.07





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**♠FDK** 

Return Service Requested

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date

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**Enclosures** 

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		— DAILY BALANG	CE INFORMATION	V	<del> </del>
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/31/2012	4,515.76	02/09/2012	8,479.77	02/23/2012	17,880,27
02/01/2012	4,892.10	02/10/2012	1,067.43	02/24/2012	23,845,24
02/02/2012	7,876.58	02/13/2012	1,918.21	02/27/2012	34,163,97
02/03/2012	6,038.83	02/14/2012	2,655.03	02/28/2012	28,304,75
02/06/2012	6,764.68	02/17/2012	16,757.93	02/29/2012	6,084.14
02/07/2012	5,312.85	02/21/2012	31,387.39		•
02/08/2012	5,487.23	02/22/2012	15,387.39		
					•

-IN ACCORDANCE WITH FEDERAL REGULATION WE HAVE REDUCED THE TIME WE MAY HOLD ITEMS DEPOSITED TO YOUR ACCOUNT. FUNDS FROM CASH AND CHECKS DEPOSITED WILL STILL NORMALLY BE AVAILABLE TO YOU ON THE NEXT BUSINESS DAY FOLLOWING THE DAY WE RECEIVE YOUR DEPOSIT. ANY DELAY IN AVAILABILITY OF YOUR FUNDS WILL GENERALLY BE TWO BUSINESS DAYS. UNDER CERTAIN CIRCUMSTANCES WE MAY DELAY FUNDS AVAILABILITY UP TO SEVEN BUSINESS DAYS. IF WE DECIDE TO DELAY YOUR FUNDS AVAILABILITY WE WILL NOTIFY YOU AT THE TIME OF YOUR DEPOSIT OR AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF OUR FUNDS AVAILABILITY POLICY PLEASE CONTACT US AT (405)946-2265.





Page Account:

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Date

02/29/12

Deposit Deposit £103012966£0014009185 #11 /0000010000/ \$103012966¢0014009185 #11 20000087047/ 02/02/2012 \$870.47 02/10/2012 \$100.00 Deposit Decosit C103012966C0014009185 #\$\$ 200002228??/ 131010110010011009105 #11 /0000040000A \$400.00 02/13/2012 02/02/2012 \$2,226.77 NAVITAS TH NG 0014009165 2094 48 27/72 8 47 PM UTC 10645 Deposit Deposit 1010101296600014009185 #11 /0000309448/ 1110101276600014007185 1437 1,000000 50 50814 02/14/2012 \$202.06 02/03/2012 \$3,094.48 Deposit Deposit #33 Z0000393779A 0.40101298800014009185 #11 /0000068884/ 010101296640014009185 02/14/2012 \$668.84 \$1,917.79 02/06/2012 Accountments, MAYITAS FILING
Account Huntour
Operate Amount
Operate Colections
Deposit Colections
Deposit Colections
Deposit Colections
Deposit Colections
Deposit Colections Deposit Deposit 0.10301296800014009185 #11 200000025002 1010101296600014009185 #11 /0000846?85/ 02/08/2012 \$25.00 02/17/2012 \$6,462.85 HAVITAS THEMS UNMISSION PONTES SATTIS 0.52 PM UTC 19625 Deposit Deposit

02/09/2012 \$218.79

010 101 (966000 1400 9185

**** /00000021879/

02/17/2012 \$7,640.05

1010 101 2966 100 1400 9185

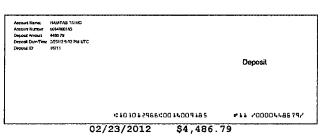
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Page Account:

5 of 6 14009185

Date 02/29/12





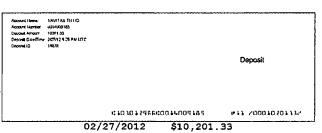
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\$14,629.46

02/21/2012

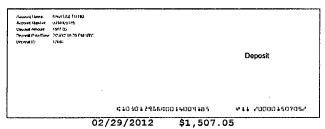
Deposit

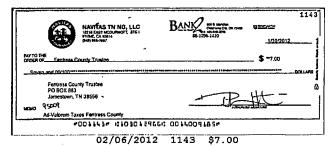
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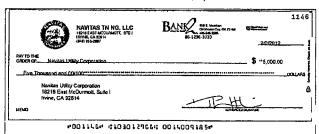


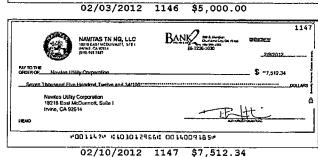
02/28/2012 \$2,998.70



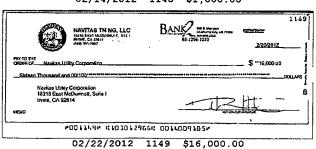




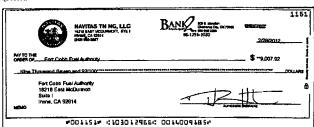












02/28/2012 1151 \$9,007.92



02/29/2012 1152 \$24,000.00



Page Account: 6 of 6 14009185

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Date

02/29/12

PAGE

1

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

MONTH ENDING 02/29/12 2 PAGES IN THIS STATEMENT

#### MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

7448

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

լերեկլըումիիբիլիվորիաններիկությին

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

TOTAL CHARGE TO Y	OUR ACCOU	NT IS				76	.76
		SUMMARY	OF CAR	DEPOS	ITS		
CARD TYPE	SA	LES		RET	URNS		NET
HASTERCARD VISA	8 12	1,271.85 1,453.74		0	0.00 0.00		1,271.89 1,453.7
TOTAL	20	2,725.59		0	0.00		2,725.5
		SUMMAI	RY OF C	ARD FEE	S		
1ASTERCARD							
DISC 1	14	F77 70			0.02500	14.34	
QUAL DISC		573.79 698.06			0.02350	19.19	
MQUAL DISC AUTHS & AVS		676,06			0.02/30	47147	
POS-LOC		20	AT		0.1175	2.35	
POS-WATS		1			0.1575	0.16	
TOTAL							36.0
/ISA						•	
DISC 1							
QUAL DISC		1,447.74			0.02500	36.19	
NQUAL DISC		6.00			0.03500	0.21	
AUTHS & AVS					0 1176	1.41	
POS-LOC		12	AT AT		0.1175 0.1225	0.25	
POS AUTHS		1			0.1225	0.16	
POS-WATS		*	<b>A</b> 1		0.19/9	0.10	38.2
TOTAL Total card fees							74.20
		SUMMARY OF	MICCE	I I ANEOLIS			
		SUMMAKT OF	MIJOE	L CHILLOUS	, , , , ,		
TOTAL CARD FEES							74.20
MONTHLY ACCT FEE							1.50
RS REPORTING FEE							1.00
TOTAL CHARGES							76.76
IGINE CHANGES							

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

PAGE

2

MONTH ENDING

02/29/12

#### **MERCHANT STATEMENT** SUMMARY OF BANKCARD DEPOSITS

07

7448

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

#### SUMMARY OF MONETARY BATCHES

#### **BATCHES**

GROSS	R&C	NET	DATE	REF
162.57	0.00	162.57	02/02	98003341025
160.06	0.00	160.06	02/03	98003441037
149.38	0.00	149.38	02/07	98003811027
130.13	0.00	130.13	02/08	98003911022
450.78	0.00	450.78	02/10	98004111026
865.92	0.00	865.92	02/13	98004411027
86.09	0.00	86.09	02/22	98005311030
117.40	0.00	117.40	02/24	98005541026
150.00	0.00	<u>150.</u> 00	02/27	98005841017
229.62	0.00	229.62	02/28	98005911024
81.40	0.00	81.40	02/28	98005941024
142.24	0.00	142.24	02/29	98006041031

#### TAX GROSS REPORTABLE SALES BY TIN

**MONTH** 

DESCRIPTION

**FEB** 

Gross Reportable Sales - TIN # ***** 4573

TOTAL \$2,725.59

\$4,903.70

#### 2012 YTD GROSS REPORTABLE SALES

TAX GROSS REPORTABLE SALES: Per IRC 6050W, the total dollar amount of aggregate reportable payment card and third party network transactions for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts, or any other amounts per respective tax identification number.

LAST PAGE OF THIS STATEMENT

# Question 12

5:23 PM 04/11/12

### Navitas TN NG, LLC Reconciliation Summary 1124 · Checking - Bank2, Period Ending 03/31/2012



	Mar 31, 12			
Beginning Balance Cleared Transactions		6,084.14	•	
Checks and Payments - 12 items Deposits and Credits - 34 items	-64,411.87 / 87,330.61			
<b>Total Cleared Transactions</b>	22,918.74	_		
Cleared Balance		29,002.88	IMC /	4.11.12
Uncleared Transactions Checks and Payments - 2 items Deposits and Credits - 1 item	-28,029.38 59.98			
<b>Total Uncleared Transactions</b>	-27,969.40	) -		
Register Balance as of 03/31/2012		1,033.48		
New Transactions Checks and Payments - 3 items Deposits and Credits - 12 items	-6,164.56 8,709.64	<del></del>		
Total New Transactions	2,545.08	} -		
Ending Balance		3,578.56		

## Navitas TN NG, LLC

Reconciliation Detail
1124 · Checking - Bank2, Period Ending 03/31/2012

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balanc						6,084.14
Cleared Tran						
	nd Payments - 1			v	4.470.00 \$	4 470 00
Bill Pmt -Check	2/22/2012	1150	Campbell County Tr	X	-4,173.00	-4,173.00
Bill Pmt -Check	3/5/2012	1153	Navitas Utility Corp	X	-4,400.00	-8,573.00
Check	3/6/2012	1154	Amy Creekmore	X	-141.11 -76.76	-8,714.11
General Journal	3/6/2012	120411		X	-/6./6 <b>0</b>	-8,790.87
General Journal	3/6/2012	120411		X	-44.7U <b>∀</b> 2/	-8,835.57
General Journal	3/6/2012	120411		X	-30.00	-8,865.57
Bill Pmt -Check	3/12/2012	1155	Navitas Utility Corp	X	-16,000.00	-24,865.57
Bill Pmt -Check	3/13/2012	1156	Navitas Utility Corp	X	-3,000.00	-27,865.57
Bill Pmt -Check	3/19/2012	1157	Navitas Utility Corp	X	-31,814.89	-59,680.46
Check	3/20/2012	Trans	State of Tennessee	X	-2,771.00	-62,451.46
Bill Pmt -Check	3/21/2012	1158	Tennesee Regulato	X	-1,920.00	-64,371.46
Check	3/31/2012			Х _	40.41 <b>6</b>	-64,411.87
Total Che	cks and Payment	ts			-64,411.87	-64,411.87
•	and Credits - 34					
Payment	2/29/2012	Batch	Navitas TN NG LLC	X	142.24	142.24
Deposit	3/1/2012			X	250.00	392.24
Payment	3/1/2012	Batch	Navitas TN NG LLC	X	1,284.04	1,676.28
Payment	3/2/2012	Batch	Navitas TN NG LLC	Х	579.45	2,255.73
Payment	3/2/2012	Batch	Navitas TN NG LLC	Х	1,020.87	3,276.60
Payment	3/5/2012	Batch	Navitas TN NG LLC	Х	13,255.42	16,532.02
Payment	3/7/2012	batch	Navitas TN NG LLC	Х	249.93	16,781.95
Payment	3/7/2012	batch	Navitas TN NG LLC	X	770.31	17,552.26
Deposit	3/8/2012			Х	2,261.30	19,813.56
Payment	3/9/2012	Batch	Navitas TN NG LLC	Χ	581.77	20,395.33
Deposit	3/12/2012			Χ	250.00	20,645.33
Payment	3/12/2012	Batch	Navitas TN NG LLC	×	2,334.12	22,979.45
Payment	3/13/2012	Batch	Navitas TN NG LLC	X	116.49	23,095.94
Payment	3/14/2012	Batch	Navitas TN NG LLC	X	234.85	23,330.79
Payment	3/14/2012	Batch	Navitas TN NG LLC	X	4,612.10	27,942.89
Payment	3/15/2012	Batch	Navitas TN NG LLC	X	1,499.05	29,441.94
Deposit	3/19/2012			Χ	25.00	29,466.94
Payment	3/19/2012	Batch	Navitas TN NG LLC	X	75.57	29,542.51
Payment	3/19/2012	batch	Navitas TN NG LLC	X	272.62	29,815.13
Payment	3/19/2012	Batch	Navitas TN NG LLC	X	5,607.04	35,422.17
Payment	3/19/2012	Batch	Navitas TN NG LLC	X	20,862.78	56,284.95
Payment	3/21/2012	Batch	Navitas TN NG LLC	X	91.39	56,376.34
Payment	3/21/2012	Batch	Navitas TN NG LLC	Χ	2,588.35	58,964.69
Payment	3/22/2012	Batch	Navitas TN NG LLC	Χ	638.72	59,603.41
Payment	3/22/2012	Batch	Navitas TN NG LLC	Х	2,737.78	62,341.19
Payment	3/23/2012	Batch	Navitas TN NG LLC	Х	170.79	62,511.98
Payment	3/23/2012	Batch	Navitas TN NG LLC	Х	1,048.08	63,560.06
Payment	3/26/2012	Batch	Navitas TN NG LLC	X	180.47	63,740.53
Payment	3/26/2012	Batch	Navitas TN NG LLC	X	9,320.61	73,061.14
Payment	3/27/2012	Batch	Navitas TN NG LLC	x	747.08	73,808.22
Payment ,	3/28/2012	Batch	Navitas TN NG LLC	x	314.82	74,123.04
Payment	3/29/2012	Batch	Navitas TN NG LLC	x	835.84	74,958.88
Payment	3/30/2012	Batch	Navitas TN NG LLC	x	239.73	75,198.61
Payment	3/30/2012	Batch	Navitas TN NG LLC	x	12,132.00	87,330.61
Total Depo	osits and Credits			_	87,330.61	87,330.61
Total Cleared	Transactions			_	22,918.74	22,918.74
Cleared Balance				, -	22,918.74	29,002.88
Uncleared To	_					
	nd Payments - 2				** **	
Check	3/28/2012	1159	Donna Cox		-29.38	-29.38
Bill Pmt -Check	3/30/2012	1160	Navitas Utility Corp		-28,000.00	-28,029.38
Total Chec	cks and Payment	ts			-28,029.38	-28,029.38

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# Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 03/31/2012

Туре	Date	Num	Name	Cir	Amount	Balance
Deposits	and Credits - 1	item				
Payment	3/30/2012	Batch	Navitas TN NG LLC	_	59.98	59.98
Total Dep	oosits and Credits			_	59.98	59.98
Total Unclea	red Transactions			_	-27,969.40	-27,969.40
Register Balance a	ns of 03/31/2012				-5,050.66	1,033.48
New Transa						
	and Payments - 3					
Bill Pmt -Check	4/4/2012	1161	Navitas Utility Corp		-3,000.00	-3,000.00
Bill Pmt -Check	4/9/2012	1162	Navitas Utility Corp		-3,000.00	-6,000.00
Check	4/11/2012		Charles Hale	_	-164.56	-6,164.56
Total Che	cks and Payment	ts		_	-6,164.56	-6,164.56
Deposits	and Credits - 12	items	'			
Payment	4/2/2012	Batch	Navitas TN NG LLC		2,082.51	2,082.51
Payment	4/3/2012	Batch	Navitas TN NG LLC		220.71	2,303.22
Payment	4/4/2012	Batch	Navitas TN NG LLC		973.11	3,276.33
Payment	4/9/2012	Batch	Navitas TN NG LLC		38.00	3,314,33
Deposit	4/9/2012				750.00	4,064.33
Payment	4/9/2012	Batch	Navitas TN NG LLC		965.99	5,030.32
Deposit	4/9/2012				1,892,15	6,922.47
Payment	4/10/2012	Batch	Navitas TN NG LLC		181.57	7,104.04
Payment	4/10/2012	Batch	Navitas TN NG LLC		240.72	7,344.76
Payment	4/11/2012	Batch	Navitas TN NG LLC		181.70	7,526.46
Payment	4/11/2012	Batch	Navitas TN NG LLC		442.71	7,969.17
Payment	4/11/2012	Batch	Navitas TN NG LLC		740.47	8,709.64
Total Dep	osits and Credits			_	8,709.64	8,709.64
Total New Tr	ransactions				2,545.08	2,545.08
Ending Balance					-2,505.58	3,578.56



Phone (405) 946-2265 24hr Info Line (405) 948-8877 Toll-Free (877) 409-2265 www.bank2online.com

Banking at Its Absolute Best™

Return Service Requested

455

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date 1 of 6 14009185 03/31/12~

**Enclosures** 

26

1	40	O.	-9	1	R.	-5

#### Commercial Checking2

#### **Summary of Activity Since Your Last Statement**

- DEPOSITS -

· Anna	DATE	AMOUNT DESCRIPTION	DATE	AMOUNT DESCRIPTION
1764.04 1250	03/01/2012	1,534.04√Regular Deposit	03/19/2012	5,607.04√Regular Deposit
	03/02/2012	1,020.87√Regular Deposit	03/21/2012	2,588.35\/Regular Deposit
2334.12.125V	03/05/2012	13,255.42√Regular Deposit	03/22/2012	2,737.78 √Regular Deposit
2334.12 +250	03/07/2012	770.31√Regular Deposit	03/23/2012	1,048.08 √Regular Deposit
CANADA CONTRACTOR OF THE PARTY	03/12/2012	2,584.12√Regular Deposit	03/26/2012	9,320.61 √Regular Deposit
	03/12/2012	581.77√Řegular Deposit	03/27/2012	747.08√Regular Deposit
(CARPER	03/13/2012	116.49√Regular Deposit	03/28/2012	314.82√Regular Deposit
	03/14/2012	4,612.10√Regular Deposit	03/29/2012	835.84 Regular Deposit
	03/15/2012	1,499.05√Regular Deposit	03/30/2012	12,132.00 Regular Deposit
709.62.78 125	03/19/2012	20,887.78√Regular Deposit		

#### -OTHER CREDITS -

DATE	AMOUNT / DESCRIPTION
03/01/2012	142.24 ✓ Ach deposit
	BANKCARD MTOT DEP
03/02/2012	136.96 √ Ach deposit 579, 45
	BANKCARD MTOT DEP
03/05/2012	442.49 V Ach deposit
	BANKCARD MTOT DEP
03/07/2012	249.93 √ Ach deposit
	/ BANKCARD MTOT DEP
03/09/2012	2,261.30 ✓ EFT/ACH Credit
	, CBSW BILL
03/14/2012	234.85√ Ach deposit
	BANKCARD MTOT DEP
03/16/2012	- 62.90 √ Ach deposit
	./BANKCARD MTOT DEP \ Z 71,62
03/19/2012	209.72 Ach deposit
	BANKCARD MTOT DEP . 7 1 91 2 0
03/20/2012`	166.96 Ach deposit



Phone (405) 946-2265 24hr Info Line (405) 948-8877 Toll-Free (877) 409-2265 www.bank2online.com_ .

Banking at Its Absolute Best[™]

**UNIT D** 

03/13/2012

02/29/2012

Return Service Requested

**NAVITAS TN NG LLC** 

COSTA MESA, CA 92626

1155

6,084.14

**3186 AIRWAY AVE** 

455

**Page Number Account Number:** 

2 of 6 14009185

**Date** 

03/31/12

**Enclosures** 

26

		OTHER C	REDITS		
DATE	AMOUNT	DESCRIPTION		•	
	/	BANKCARD MTOT DEP			
03/23/2012	638.72√	Ach deposit			
	/	BANKCARD MTOT DEP	47 + 170,70	71	
03/26/2012	351.26 V		47 + 170,70	enterprise ( to 1/2) or the angle of the same	
03/30/2012	239.73	BANKCARD MTOT DEP Ach deposit BANKCARD MTOT DEP			
	·	CHEC	KS		
DATE	CHECK NO	AMOUNT /	DATE	CHECK NO	AMOUNT
03/01/2012	1150	4,173.00V _/	03/14/2012	1156	3,000.00
03/06/2012	1153 *	4,400.00√	03/21/2012	1157	31,814.89
03/26/2012	1154	141.11√∠	03/29/2012	1158	1,920,00

16,000.00 🗸

03/01/2012



			*.	denotes missing check n	umber in sequence
	<u></u>	OTHER	DEBITS -	· · · · · · · · · · · · · · · · · · ·	<del></del>
DATE	AMOUNT /	DESCRIPTION			
03/05/2012	76.76	Ach withdrawal			
03/06/2012	44.70	BANKCARD MTOT DISC Miscellaneous Debit FEBRUARY 298 ITMES		==	
03/06/2012	30.00 🗸	Miscellaneous Debit	@ \$0.1011		
03/22/2012	2,771.00	FEBRUARY ACH BATC Ach withdrawal TENN DEPT OF REV SA	_	\$30.00	
DATE	AMOUNT	SERVICE ( DESCRIPTION	CHARGES	<b></b>	·····
03/30/2012	40.41√	Net Service Charge			
	<del></del>	SERVICE CHAP	RGE ANAI	_YSIS	
Mainteñai	Deposited		@	0.15000 EACH 0.10000 EACH	1.35 31.90 7.50 -0.34
		DAILY BALANG	CE INFOR	MATION -	
DATE	· BALANCE	DATE	BALAN	CE DATE	BALANCE

3,587.42

03/02/2012

4,745.25



Phone (405) 946-2265 24hr Info Line (405) 948-8877 Toll-Free (877) 409-2265 www.bank2online.com Banking at Its Absolute Best™

Return Service Requested

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date

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Enclosures

26

455

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/05/2012	18,366,40	03/15/2012	7,801.62	03/26/2012	16,693.82
03/06/2012	13,891.70	03/16/2012	7,864.52	03/27/2012	17,440.90
03/07/2012	14,911.94	03/19/2012	34,569.06	03/28/2012	17,755.72
03/09/2012	17,173.24	03/20/2012	34,736.02	03/29/2012	16,671.56
03/12/2012	20,339.13	03/21/2012	5,509.48	03/30/2012	29,002.88
03/13/2012	4,455.62	03/22/2012	5,476.26		
03/14/2012	6,302.57	03/23/2012	7,163.06		

-IN ACCORDANCE WITH FEDERAL REGULATION WE HAVE REDUCED THE TIME WE MAY HOLD ITEMS DEPOSITED TO YOUR ACCOUNT. FUNDS FROM CASH AND CHECKS DEPOSITED WILL STILL NORMALLY BE AVAILABLE TO YOU ON THE NEXT BUSINESS DAY FOLLOWING THE DAY WE RECEIVE YOUR DEPOSIT. ANY DELAY IN AVAILABILITY OF YOUR FUNDS WILL GENERALLY BE TWO BUSINESS DAYS. UNDER CERTAIN CIRCUMSTANCES WE MAY DELAY FUNDS AVAILABILITY UP TO SEVEN BUSINESS DAYS. IF WE DECIDE TO DELAY YOUR FUNDS AVAILABILITY WE WILL NOTIFY YOU AT THE TIME OF YOUR DEPOSIT OR AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF OUR FUNDS AVAILABILITY POLICY PLEASE CONTACT US AT (405)946-2265.





Page Account:

4 of 6 14009185

Date

03/31/12

Deposit 284700440093874060438 #11 /0000153404/ 03/01/2012 \$1,534.04

0.10303296600034009385 #11 700000116492

03/13/2012 \$116.49

Deposit

\$284 PODJ4 DODGARS 4 OK OK OK

#11 /000010 /08 7/

11.10303298610034009385

03/02/2012 \$1,020.87

03/14/2012 \$4,612.10

Deposit

*103012986*0014009185

#11 /0001325542/

410301296640014009185

03/05/2012 \$13,255.42

03/15/2012 \$1,499.05

NAME AS THE HIG CU14/CG1/45 770 51 2/7/12 In 23 PM UTC 17477

Deposit

¢101012966¢0014009185

284 PD024 D03/88P5 4 O6 O4 3/

#11 /0000560704/

03/07/2012 \$770.31

#11 /0000077031/

03/19/2012 \$5,607.04

Deposit

010301296600014009185

#11 /00000581??/

C103012966C0014009185

#11 2000 to887782

03/12/2012 \$581.77

03/19/2012 \$20,887.78

Deposit

Deposit

#11 200002588352

0.1030329660034009485

#11 70000 2584 127

1110301298640014009185 03/21/2012 \$2,588.35

03/12/2012 \$2,584.12

Page Account:

03/14/2012 1156 \$3,000.00

5 of 6 14009185

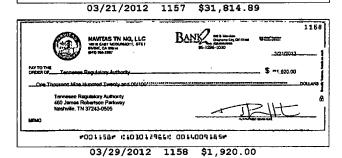
03/31/12

Date Deposit Deposit 284 P0044 0014 009 485 1210301296600034009185 F11 /0000273778/ W## 4000#5##500% 03/22/2012 \$2,737.78 03/30/2012 \$12,132.00 Deposit Campbell County Trustee PO BOX 72 Jacksboro, TN 37757 Ad-Valorem Taxes Campbell County 0.10303296600034009385 #11 /0000104808/ #001150# #:103012966# 0014009185# 03/23/2012 \$1,048.08 03/01/2012 1150 \$4,173.00 3/5/2012 PAY TO THE ORDER OF Deposit Nevites U69ly Corporation 18218 East McDurmott, Suite I Irvine, CA 92614 0.10301296600014003145 #11 200009120612 03/26/2012 \$9,320.61 03/06/2012 1153 \$4,400.00 1154 Deposit 1210303296640034009385 #11 /0000074708/ #DO1154# 41030129664 0014009185# 03/27/2012 \$747.08 03/26/2012 1154 \$141.11 MAY TO THE ORDER OF Deposit #11 700000314827 1010101296800014009185 03/28/2012 \$314.82 03/13/2012 1155 \$16,000.00 \$ ~3,000.00 Deposit Navilas Utility Corporation 18218 East McDurmott, Suito I Irvine, CA 92614 0.40301298800014009185 #11 Z00000083584Z MOOTIZER 127030154884 00170047824

03/29/2012

\$835.84

0	NAVITAS TN NG, LLC 18218 BAST UCCUMMOTT, STE ( 18718E CA 18314 1843) 054-2817	BANK to 8 harden Chief or Takes See 1296-1030	115
PAY TO THE ORDER OF Nativials UP	Rilly Corporation		\$ =31,814.89
	ly Corporation McCurmett, Suits I 2614	ATTLE	Marithaux -
	#00:15?# #1030129	66: 0014009185P	<del></del>



Page Account: 6 of 6 14009185

Date

03/31/12

PAGE

1

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

MONTH ENDING 03/31/12 3 PAGES IN THIS STATEMENT

### MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

7382

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

#### !ATTENTION!

BEGINNING WITH APRIL 2012 ACTIVITY, YOU WILL SEE ADDITIONAL VISA FEES ON YOUR MERCHANT STATEMENT.

VISA'S FIXED ACQUIRER NETWORK FEES (FANF) WILL BE ASSESSED ON A MERCHANT TAXPAYER ID BASIS WITH A MINIMUM OF \$2.00 TO \$2.90 MONTHLY BASED ON MERCHANT CATEGORY TYPE, NUMBER OF LOCATIONS, AND PERCENTAGE OF CARD PRESENT. THE MINIMUM OF \$2.00 TO \$2.90 WILL APPLY TO NUMBER OF LOCATIONS OF THREE OR LESS.

IN ADDITION, A SEPARATE MONTHLY FEE WILL BE ASSESSED IN REGARD TO CARD NOT PRESENT VOLUME ASSESSMENTS. THIS FEE BEGINS AT A MINIMUM OF \$2.00 FOR CARD NOT PRESENT VOLUMES OF \$50 OR LESS WITH GRADUAL TO SUBSTANTIAL INCREASE IN FEES AS CARD NOT PRESENT VOLUME INCREASE. EXAMPLE: CARD NOT PRESENT VOLUMES \$8,000 - \$39,999 = ADDITIONAL MONTHLY FEE OF \$15.

VISA HAS ALSO IMPLEMENTED A "TRANSACTION INTEGRITY FEE" ASSESSED AT 10 CENTS PER ITEM FOR VISA DEBIT OR PREPAID CARD TRANSACTIONS THAT DO NOT QUALIFY FOR VISA'S LOWEST INTERCHANGE BY BEING SWIPED AND DEPOSITED WITHIN A CERTAIN TIMEFRAME. TO HELP TO CONTROL THIS TYPE FEE, IT IS IMPERATIVE THAT YOU SETTLE ALL TRANSACTIONS ON A DAILY BASIS AND PERFORM ADDRESS VERIFICATION SERVICES (AVS) AND CARD VALUE VERIFICATION (CVV) ON ALL CARD NOT PRESENT TRANSACTIONS AS SHOULD BE AVAILABLE IN PROCESSING WITH A TERMINAL AND SOME OTHER PROCESSING METHODS.

FOR QUESTIONS REGARDING THE INFORMATION IN THIS STATEMENT, FEEL FREE TO CALL THE MERCHANT SERVICES TEAM AT 1-800-511-0761 OPTION 3.

#### TOTAL CHARGE TO YOUR ACCOUNT IS

84.24

		SUMMARY	OF CARD DEPOSITS		
CARD TYPE	SAL	.ES	RETURN	S	NET
MASTERCARD	5	646.36	Û	0.00	646.36
	12	1,704.65	Ď	0.00	1,704.65
VISA DCVR ACQ	1	442.49	ō	0.00	442.49
TOTAL.	. 18	2,793.50	0	0.00	2,793.50

#### SUMMARY OF CARD FEES

MASTERCARD DISC 1 MQUAL DISC

5123

646.36

0.02750

17.77

0001 CC01 001 07 20120331 Page 1 of 3

8978 0080 CC0

7382

PAGE

2

MONTH ENDING

03/31/12

### MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

7382

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

					SUMMAR	Y OF CAR	D FEES		
AUTHS & POS-LOC					15	AT	0.1175	1.76	
POS AUT	_					AT TA	0.1225	0.37	
	ПЭ				3	<b>~</b> 1	0.1229	V.3/	19.9
VISA									
DISC 1									
QUAL DI	csc				1,041.47	*	0.02500	26.04	
NQUAL D					663.18		0.03500	23.21	
AUTHS &									
POS-LOC	3				11	AT	0.1175	1.29	
POS AUT	THS				1	AT	0.1225	0.12	
TOTAL									50.0
DCVR ACQ									
TOTAL VISA DISC 1 QUAL DI NQUAL E AUTHS & POS-LOC POS AUT TOTAL DCVR ACQ DISC 1 QUAL DI AUTHS & POS-LOC TOTAL TOTAL COTAL TOTAL									
QUAL DI					442.49		0.02500	11.06	
AUTHS &					_				
POS-LOC	;				1	AT	0.1175	0.12	
TOTAL									11.1
TOTAL CAR	D FEES								81.7
! 									
				SU	MMARY OF	MISCELLA	NEOUS FEES		
TOTAL CAR	n rece								81.7
MONTHLY A									1.9
IRS REPOR									1.0
•									
TOTA	L CHARGES	\$							84.2
				SU	MMARY OF	MONETARY	BATCHES		
					1	BATCHES			
	GR	oss			R&C		NET	DATE	REF
		36.96			0.00		136.96	03/01	98006111028
		42.49			0.00		442.49	03/02	98006241028
	2	49.93			0.00		249.93	03/06	98006611028
	234.85 0.00			234.85	03/13	98007311019			
		62.90			0.00		62.90	03/15	98007511025
		09.72			0.00		209.72	03/16	98007641026
		91.39	•		0.00		91.39	03/19	98007911022
		75.57			0.00		75.57	03/19	98007941015
		38.72		•	0.00		638.72	03/22	98008241019
		80.47			0.00		180.47	03/23	9800831103
		70.79			0.00		170.79	03/23	98008341027
		39.73			0.00		(239.73) 59.98)	03/29	98008911023 98009041035
		59. <del>9</del> 8	•		0.00		37.70	03/30	70007041935
5123 0001	CC01	001	07	20120331	Page 2 of 3		8978	3 0080 CC0	7382

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108 PAGE

3

MONTH ENDING

03/31/12

MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS 07

7382

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

#### TAX GROSS REPORTABLE SALES BY TIN

MONTH

DESCRIPTION

**TOTAL** 

MAR

Gross Reportable Sales - TIN # ***** 4573

\$2,793.50

\$7,697.20

2012 YTD GROSS REPORTABLE SALES

Page 3 of 3

TAX GROSS REPORTABLE SALES: Per IRC 6050W, the total dollar amount of aggregate reportable payment card and third party network transactions for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts, or any other amounts per respective tax identification number.

LAST PAGE OF THIS STATEMENT

5123

# Question 12

10:37 AM 05/08/12

### Navitas TN NG, LLC Reconciliation Summary 1124 · Checking - Bank2, Period Ending 04/30/2012



	Apr 30, 12	
Beginning Balance	29,002.88 🗸	
Cleared Transactions Checks and Payments - 11 items Deposits and Credits - 31 items	-54,302.22√ 36,133.47√	
Total Cleared Transactions	-18,168.75	
Cleared Balance	10,834.13 W SMI S	.8.12
Uncleared Transactions Checks and Payments - 1 item	-164.56	
<b>Total Uncleared Transactions</b>	-164.56	
Register Balance as of 04/30/2012	10,669.57	
New Transactions Checks and Payments - 3 items Deposits and Credits - 8 items	-3,986.23 10,077.43	
Total New Transactions	6,091.20	
Ending Balance	16,760.77	

# Navitas TN NG, LLC Reconciliation Detail

### 1124 · Checking - Bank2, Period Ending 04/30/2012

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balance	· · · · · · · · · · · · · · · · · · ·					29,002.88
Cleared Trans						
Checks an	id Payments - 1	1 items				
Check	3/28/2012	1159	Donna Cox	Х	-29.38	-29.38
Bill Pmt -Check	3/30/2012	1160	Navitas Utility Corp	X	-28,000.00	-28,029.38
Bill Pmt -Check	4/4/2012	1161	Navitas Utility Corp	X	-3,000.00	-31,029.38
General Journal	4/6/2012	120508		X	-3,000.00 · -84.24 <b>3</b>	-31,113.62
General Journal	4/6/2012	120508		X	-50.70.20	-31,164.32
General Journal	4/6/2012	120508		X	-30.00	-31,194.32
Bill Pmt -Check	4/9/2012	1162	Navitas Utility Corp	X	-3,000.00	-34,194.32
Bill Pmt -Check	4/16/2012	1164	Navitas Utility Corp	X	-6,000.00	-40,194.32
Bill Pmt -Check	4/20/2012	1165	Navitas Utility Corp	X	-12,000.00	-52,194.32
Check	4/20/2012	Trans	State of Tennessee	X	-2,067.00 <b>*</b> -40.90 <b>b</b>	-54,261.32 -54,302.22
Check Total Chan	4/30/2012	to		^	-54,302.22	-54,302.22
	ks and Payment				-54,502.22	-54,502.22
•	and Credits - 31 3/30/2012	Batch	Navitas TN NG LLC	×	59.98	59.98
Payment Payment	4/2/2012	Batch	Navitas TN NG LLC	â	2,082.51	2,142.49
Payment Payment	4/3/2012	Batch	Navitas TN NG LLC	â	220.71	2,363.20
Payment	4/4/2012	Batch	Navitas TN NG LLC	â	973.11	3,336.31
Payment		Batch	Navitas TN NG LLC	â	38.00	3,374.31
Payment	4/9/2012	Datci	Navitas IN NO LLC	â	750.00	4,124.31
Deposit	4/9/2012 4/9/2012	Batch	Navitas TN NG LLC	â	965.99	5,090.30
Payment	4/9/2012	Dater	Navilas III ING ELC	â	1,892,15	6,982.45
Deposit		Batch	Navitas TN NG LLC	â	181.57	7,164.02
Payment	4/10/2012	Batch	Navitas TN NG LLC	â	240.72	7,404.74
Payment	4/10/2012		Navitas TN NG LLC	â	181.70	7,586.44
Payment	4/11/2012	Batch	Navitas TN NG LLC	â	442.71	8,029.15
Payment	4/11/2012	Batch Batch	Navitas TN NG LLC	â	740.47	8,769.62
Payment	4/11/2012	Batch	Navitas TN NG LLC	â	2,881.43	11,651.05
Payment	4/12/2012	Batch	Navitas TN NG LLC	â	464.07	12,115.12
Payment	4/13/2012	Batch	Navitas TN NG LLC	â	153.17	12,268.29
Payment	4/16/2012 4/16/2012	Batch	Navitas TN NG LLC	â	8,726.73	20,995.02
Payment		Batch	Navitas TN NG LLC	â	363.73	21,358.75
Payment	4/17/2012	Batch	Navitas TN NG LLC	â	2,140.47	23,499.22
Payment	4/18/2012 4/19/2012	Datcii	Navilas IN NG LLC	â	250.00	23,749.22
Deposit		Batch	Navitas TN NG LLC	â	1,101.07	24,850.29
Payment	4/19/2012	Batch	Navitas TN NG LLC	â	116.37	24,966.66
Payment	4/20/2012	Batch	Navitas TN NG LLC	â	963.72	25,930.38
Payment	4/20/2012	Batch	Navitas TN NG LLC	â	100.00	26,030.38
Payment	4/23/2012 4/23/2012		Navitas TN NG LLC	â	3,995.40	30,025.78
Payment		Batch Batch	Navitas TN NG LLC	â	1,492.44	31,518.22
Payment	4/25/2012 4/26/2012	Batch	Navitas TN NG LLC	â	358.32	31,876.54
Payment	4/26/2012	Batch	Navitas TN NG LLC	x	1,587.60	33,464.14
Payment			Navitas TN NG LLC	â	46.25	33,510.39
Payment	4/27/2012	Batch	Navitas TN NG LLC	â	1,301.36	34,811.75
Payment Payment	4/27/2012 4/30/2012	Batch Batch	Navitas TN NG LLC	â	1,321.72	36,133.47
•	sits and Credits				36,133.47	36,133.47
Total Cleared					-18,168.75	-18,168.75
	Tanodollono				-18,168.75	10,834.13
Cleared Balance Uncleared Trees	anaastiana				-10,100,75	10,034.13
	ansactions id Payments - 1	item				
Check	4/11/2012	1163	Charles Hale		-164.56	-164.56
Total Chec	ks and Paymen	ts			<u>-164.56</u>	-164.56
Total Uncléare	ed Transactions				-164.56	-164.56
Register Balance as	of 04/30/2012				-18,333.31	10,669.57

10:37 AM 05/08/12

#### Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 04/30/2012

Туре	Date	Num	Name	Clr	Amount	Balance
New Transa	ctions	-				
Checks a	ind Payments - :	3 items				
Bill Pmt -Check	5/2/2012	1166	City of Jellico		-1,997.48	-1,997.48
Bill Pmt -Check	5/2/2012	1167	State of Tennessee		-1,572.00	-3,569.48
Bill Pmt -Check	5/2/2012	1168	Town of Byrdstown	_	-416.75	-3,986.23
Total Che	cks and Paymen	its		_	-3,986.23	-3,986.23
Deposits	and Credits - 8	items				
Payment	5/1/2012	Batch	Navitas TN NG LLC		63.55	63.55
Payment	5/1/2012	Batch	Navitas TN NG LLC		135.21	198.76
Payment	5/2/2012	Batch	Navitas TN NG LLC		146.05	344.81
Payment	5/2/2012	Batch	Navitas TN NG LLC		182.19	527.00
Payment	5/3/2012	Batch	Navitas TN NG LLC		39.65	566.65
Payment	5/3/2012	Batch	Navitas TN NG LLC		484.10	1,050.75
Payment	5/4/2012	478.02	Navitas TN NG LLC		478.02	1,528.77
Payment	5/7/2012	Batch	Navitas TN NG LLC	_	8,548.66	10,077.43
Total Dep	osits and Credits	3		_	10,077.43	10,077.43
Total New Tr	ransactions			-	6,091.20	6,091.20
Ending Balance				_	-12,242.11	16,760.77



Phone (405) 946-2265 24hr Info Line (405) 948-8877 Toll-Free (877) 409-2265 www.bank2online.com Banking at Its Absolute Best[™]

**全PM** 

Return Service Requested

442

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date 1 of 5 14009185 04/30/12

**Enclosures** 

24

#### 1400-918-5

#### Commercial Checking2

#### Summary of Activity Since Your Last Statement

Balance Forward From 04/01/201	29,002.88	/ Images Enclosed	24
29 Deposits/Credits		Minimum Balance	1,254.95
11 Withdrawals/Debits	54,302.22√	Average Balance	8,122.19
Ending Balance As Of 04/30/201	2 10,834.13√	Average Available Balance	3,434.57

#### - DEPOSITS -

DATE	AMOUNT DESCRIPTION	DATE	AMOUNT DESCRIPTION
04/02/2012	2,082.51√Regular Deposit	04/19/2012	2,140.47VRegular Deposit
04/04/2012	973.11√Regular Deposit	04/19/2012	1,351.07 Regular Deposit 101,01 +250
04/09/2012	965.99√Regular Deposit	04/19/2012	363.73√Regular Deposit
04/10/2012	750.00√Regular Deposit	04/20/2012	963.72√Regular Deposit
04/10/2012	240.72√Regular Deposit	04/23/2012	3,995.40√Regular Deposit
04/11/2012	740.47√Regular Deposit	04/25/2012	1,492.44√Regular Deposit
04/12/2012	2,881.43√Regular Deposit	04/26/2012	1,587.60√Regular Deposit
04/13/2012	464.07√Regular Deposit	04/27/2012	1,301.36√Regular Deposit
04/16/2012	8,726.73 Regular Deposit	04/30/2012	1,321.72 <b>√</b> Regular Deposit

#### OTHER CREDITS -

DATE	AMOUNT	DESCRIPTION
04/02/2012	59.98✓	Ach deposit
	/	BANKCARD MTOT DEP
04/03/2012	220.71√	Ach deposit
	/	BANKCARD MTOT DEP
04/06/2012	1,892.15√	EFT/ACH Credit
		CBSW BILL
04/06/2012	38.00✔	Ach deposit
	/	BANKCARD MTOT DEP
04/10/2012	181.57√	Ach deposit
	/	BANKCARD MTOT DEP Ach deposit
04/11/2012	_ 442.71 √	Ach deposit
	/	BANKCARD MTOT DEP Ach deposit
04/12/2012	181.70 √	Ach deposit
	(/	BANKCARD MTOT DEP
04/16/2012	153.17 √	Ach deposit
	/	BANKCARD MTOT DEP
04/23/2012	216.37 √	Ach deposit 106 + 116.37
		BANKCARD MTOT DEP





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Return Service Requested

**NAVITAS TN NG LLC** 

COSTA MESA, CA 92626

**3186 AIRWAY AVE** 

**UNIT D** 

442

Page Number **Account Number:** 

2 of 5 14009185

Date

04/30/12

**Enclosures** 

24

OTHER	CREDITS -	
-------	-----------	--

DATE		DESCRIPTION
04/26/2012	358.32V	Ach deposit

BANKCARD MTOT DEP

04/27/2012 46.25V Ach deposit

BANKCARD MTOT DEP

#### - CHECKS CHECK NO **AMOUNT** DATE DATE CHECK NO AMOUNT 29.38 3,000,00√ 04/10/2012 1162 04/11/2012 1159 28,000.00 04/17/2012 1164 * 6,000.00 🗸 1160 04/02/2012 1165 12,000.00 > 04/05/2012 1161 3,000.00 🗸 04/23/2012

* - denotes missing check number in sequence

	,	OTHER DEBITS -
DATE	AMOUNT	DESCRIPTION
04/03/2012	84.24√	Ach withdrawal
	1	BANKCARD MTOT DISC
04/06/2012	50.70 <b>√</b>	Miscellaneous Debit
		MARCH RDC 338 ITEMS @ \$0.15
04/06/2012	30.00 V	Miscellaneous Debit
	/	MARCH ACH BATCHES 1 @ \$30.00
04/23/2012	2,067.00 √	Ach withdrawal
•		TENN DEPT OF REV SALES TAX

		SER\	/ICE	CHA	RGES	•
--	--	------	------	-----	------	---

DATE		DESCRIPTION
04/30/2012	40.90V	Net Service Charge

#### - SERVICE CHARGE ANALYSIS -

8	Checks Paid		@	0.15000 EACH 0.10000 EACH	1.20 32.40
324	Fed Items Deposited		@	0, 10000 EACH	7.50
	Maintenance Fee	•		*	
	INVESTMENT CREDIT				-0.20

	-	- DAILY BALANC	CE INFORMATION	N <del></del>	
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/31/2012	29,002.88	04/06/2012	3,104.40	04/13/2012	6,923.68
04/02/2012	3,145,37	04/09/2012	4,070.39	04/16/2012	15,803.58
04/03/2012	3,281.84	04/10/2012	2,242.68	04/17/2012	9,803.58
04/04/2012 -	4,254.95	04/11/2012	3,396.48	04/19/2012	13,658.85
04/05/2012	1,254.95	04/12/2012	6,459.61	04/20/2012	14,622.57





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Return Service Requested

Page Number **Account Number:** Date

3 of 5 14009185 04/30/12

**NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D** COSTA MESA, CA 92626

**Enclosures** 

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——————————————————————————————————————						
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE	
04/23/2012 04/25/2012	4,767.34 6,259.78	04/26/2012 04/27/2012	8,205.70 9,553.31	04/30/2012	10,834.13	

-IN ACCORDANCE WITH FEDERAL REGULATION WE HAVE REDUCED THE TIME WE MAY HOLD ITEMS DEPOSITED TO YOUR ACCOUNT. FUNDS FROM CASH AND CHECKS DEPOSITED WILL STILL NORMALLY BE AVAILABLE TO YOU ON THE NEXT BUSINESS DAY FOLLOWING THE DAY WE RECEIVE YOUR DEPOSIT. ANY DELAY IN AVAILABILITY OF YOUR FUNDS WILL GENERALLY BE TWO BUSINESS DAYS. UNDER CERTAIN CIRCUMSTANCES WE MAY DELAY FUNDS AVAILABILITY UP TO SEVEN BUSINESS DAYS. IF WE DECIDE TO DELAY YOUR FUNDS AVAILABILITY WE WILL NOTIFY YOU AT THE TIME OF YOUR DEPOSIT OR AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF OUR FUNDS AVAILABILITY POLICY PLEASE CONTACT US AT (405)946-2265.



rn Service Requested

Page Account:

14009185 04/30/12

Date

Deposit 410301298600014009185 #11 70000 SHB1412 0.10301298600014009185 #11 Y0000 808 8517 04/02/2012 \$2,082.51 04/12/2012 \$2,881.43 Deposit Deposit 03030329660034009465 P11 /0000097311/ 0.10303.296600034009345 *** /0000016407/ 04/13/2012 \$464.07 04/04/2012 \$973.11 Deposit Deposit 0.40304296600044009485 MAR Z000000965992 #11 20000878871V 04/09/2012 \$965.99 04/16/2012 \$8,726.73 HAVITAS TITLIG GUMBUMA SIG 72 & 40/4/77 15 PM UTC Deposit C 10 10 1 2986 COO 1 400 9 18 5 # \$ \$ 700000 240 7 PM 120 101 2966400 1400 9185 #11 7000000 181717 04/19/2012 \$363.73 \$240.72 04/10/2012



Deposit Deposit 010 101 2966000 14009 185 0.10.10.1.2366.000.1400.4111.5 *11 /0000115107/ 04/10/2012 \$750.00 04/19/2012 \$1,351.07

count fame.	HAVITAY TITLIG	-		
PARTIE SPECIAL	0014/900185			
Report Amount	/46.47			
ALAN DRVIEW	WHITE? WENGE			
1940	19902		•	
				Deposit
		-		

Deposit C103012966C0014009185 #11 /0000214047/

04/11/2012 \$740.47

#11 /0000074047/

04/19/2012 \$2,140.47

Page Account:

5 of 5 14009185

**Date** 

FD01165F (103012966: 0014009185F

04/23/2012 1165 \$12,000.00

04/30/12

Return Service Requested HAVITAS (HTMS OUTERCORF) 95377 400407 40 FM UTO 1984 NAVITAS TH NG, LLC 10318 EAST MUZERMANT, STET IRMINE, CA STORA \$ "29.38 Deposit #10 101 2966#00 14009185 #DD1159# #103012966# 0014009185# 04/20/2012 \$963.72 04/11/2012 1159 \$29.38 1160 Account flams. HAVITAS III HG CONTRACTOR

LOSS 40

LOSS 22 19 PM UTC

DAC4 Deposit Navilas Utility Corporation 18218 East McDurmoti, Suite I Inéno, CA 92614 MENO 1:10:101296600014009185 #001160# #10301296## 0014009185# 04/23/2012 \$3,995.40 04/02/2012 1160 \$28,000.00 RAMIAS TRING JUNIOSHIS 1492-44 # 422012-6-50 PM UTC NAVITAS YN NO, LLC 1236 EAST INDURNOTT, SIE 1 84784, DA 02514 (SIR) 955 2317 *4/4/2*012 PAY TO THE OROCH OF Deposit 440303296640034009345 #11 700001492447 04/25/2012 \$1,492.44 04/05/2012 1161 \$3,000.00 Account fame. NAVITAS TH HG
Account Names (001400s/in5)
Depose Annual 1557 (0)
Depose Dentitine 40/VITA IN PARTICIPATION 70/VITA IN PARTICIPATION NAVITAS THING, LLC Deposit Navitas Utility Corporation 18218 East McDarmott, Saile I Irvine, CA 92614 120 101296600014009165 #11 200001587802 #001182* #101012986# 0014009185* 04/26/2012 \$1,587.60 04/10/2012 1162 \$3,000.00 NACHAS IN HG 031400125 130134 427/12675 PB UTC NAVITAS TN NO, LLC 16318 EAST MCDURBOTT, 5181 (RVINE, CA 22814 \$ "6,000.00 Deposit Navitas Utility Corporation 18218 East McDurmott, Soute I Irvno, CA 92614 0.40.001296600014009185 #11 /0000130116/ *001164# #103012966# 0014009185# 04/27/2012 \$1,301.36 04/17/2012 1164 \$6,000.00 HANTAS TITES WITHROUGH 1324-72 APPLIES SON PREUTO SPATE \$ "12,000.00 Deposit Navitas Utility Corporation 18218 East McDurmott, Suito I Irvine, CA 92614

F11 /00000112172/

C10 101 2966/0014009185

04/30/2012 \$1,321.72

PAGE

BANK2 909 S. MERIDIAN OKLAHOMA CITY, DK 73108

MONTH ENDING 04/30/12 3 PAGES IN THIS STATEMENT 04/30/12

### MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07 7299 1

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

գիուվել ՍԱյդ Ուիակ իներավահ գիրի գին ինկել եր ՍԱլայի բերևու

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

#### !ATTENTION!

BEGINNING WITH APRIL 2012 ACTIVITY, YOU WILL SEE ADDITIONAL VISA FEES ON YOUR MERCHANT STATEMENT.

VISA'S FIXED ACQUIRER NETWORK FEES (FANF) WILL BE ASSESSED ON A MERCHANT TAXPAYER ID BASIS WITH A MINIMUM OF \$2.00 TO \$2.90 MONTHLY BASED ON MERCHANT CATEGORY TYPE, NUMBER OF LOCATIONS, AND PERCENTAGE OF CARD PRESENT. THE MINIMUM OF \$2.00 TO \$2.90 WILL APPLY TO NUMBER OF LOCATIONS OF THREE OR LESS.

IN ADDITION, A SEPARATE MONTHLY FEE WILL BE ASSESSED IN REGARD TO CARD NOT PRESENT VOLUME ASSESSMENTS. THIS FEE BEGINS AT A MINIMUM OF \$2.00 FOR CARD NOT PRESENT VOLUMES OF \$50 OR LESS WITH GRADUAL TO SUBSTANTIAL INCREASE IN FEES AS CARD NOT PRESENT VOLUME INCREASE. EXAMPLE: CARD NOT PRESENT VOLUMES \$8,000 - \$39,999 = ADDITIONAL MONTHLY FEE OF \$15.

VISA HAS ALSO IMPLEMENTED A "TRANSACTION INTEGRITY FEE" ASSESSED AT 10 CENTS PER ITEM FOR VISA DEBIT OR PREPAID CARD TRANSACTIONS THAT DO NOT QUALIFY FOR VISA'S LOWEST INTERCHANGE BY BEING SWIPED AND DEPOSITED WITHIN A CERTAIN TIMEFRAME. TO HELP TO CONTROL THIS TYPE FEE, IT IS IMPERATIVE THAT YOU SETTLE ALL TRANSACTIONS ON A DAILY BASIS AND PERFORM ADDRESS VERIFICATION SERVICES (AVS) AND CARD VALUE VERIFICATION (CVV) ON ALL CARD NOT PRESENT TRANSACTIONS AS SHOULD BE AVAILABLE IN PROCESSING WITH A TERMINAL AND SOME OTHER PROCESSING METHODS.

FOR QUESTIONS REGARDING THE INFORMATION IN THIS STATEMENT, FEEL FREE TO CALL THE MERCHANT SERVICES TEAM AT 1-800-511-0761 OPTION 3.

#### TOTAL CHARGE TO YOUR ACCOUNT IS

58.01

CARD TYPE	SA	LES	RETURI	NS	NET
MASTERCARD	6	558.01	0	0.00	558.01
VISA	3	` <b>313.</b> 27	0	0.00	313.27
VS OFLN DB	8	849.37	0	0.00	849.37
DCVR ACQ	1	181.70	0	0.00	181.70
TOTAL	- 18	1,902.35	0	0.00	1,902.35

SUMMARY OF CARD DEPOSITS

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

MONTH ENDING

04/30/12

2

MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS 07

PAGE

7299

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

		SUMMAR	Y OF	CARD FEES		
	MASTERCARD DISC 1					
	QUAL DISC	149.99		0.02500	3.75	
=	MQUAL DISC	408.02		0.02750	11.22	
$\equiv$	AUTHS & AVS					
	POS-LOC	17	AT	0.1175	2.00	
=	TOTAL					16.97
	VISA					
=	DISC 1					
	QUAL DISC	280,31		0.02500	7.01	
	NQUAL DISC	32.96		0.03500	1.15	
≡	AUTHS & AVS	_				¥
=	POS-LOC	2 1	AT AT	0.1175 0.1000	0.24 0.10	
	TRAN INTEGRITY FEE NETWORK PART CP FEE	-	A I	0.10000	2.00	
	TOTAL				2.00	10.50
=	VS OFLN DB					10.50
	DISC 1					
≡	QUAL DISC	585.82		0.02500	14.65	
≡	MOUAL DISC	263.55		0.02750	7.25	
Ξ	AUTHS & AVS					
	POS-LOC	10	AT	0.1175	1.18	
_	TRAN INTEGRITY FEE	3	AT	0.10000	0.30	
	TOTAL					23.38
	DCVR ACQ					
	DISC 1					
	QUAL DISC	181.70		0.02500	4.54	
	AUTHS & AVS	_				
	POS-LOC	1	AT	0.1175	0.12	
	TOTAL					4.66 55.51
	TOTAL CARD FEES					35.51
		SUMMARY OF	MISCE	ELLANEOUS FEES		
	TOTAL CARD FEES					55.51
	MONTHLY ACCT FEE					1.50
	IRS REPORTING FEE					1.00
	TOTAL CHARGES					58.01

07

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

**PAGE** 

3

MONTH ENDING

04/30/12

### **MERCHANT STATEMENT** SUMMARY OF BANKCARD DEPOSITS

07

7299

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE, UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

### SUMMARY OF MONETARY BATCHES

### **BATCHES**

GROSS	R&C	NET	DATE	REF
220.71	0.00	220.71	04/02	98009311024
38.00	0.00	38.00	04/05	98009611025
181.57	0.00	181.57	04/09	98010011021
442.71	0.00	442.71	04/10	98010111029
181.70	0.00	181.70	04/11	98010241025
153,17	0.00	153.17	04/13	98010441033
100.00	0.00	100.00	04/20	98011111024
116.37	0.00	116.37	04/20	98011141029
358.32	0.00	358.32	04/25	98011611027
46.25	0.00	46.25	04/26	98011711026
63.55	0.00	63.55	04/30	98012111022

### TAX GROSS REPORTABLE SALES BY TIN

MONTH

**DESCRIPTION** 

TOTAL

APR

Gross Reportable Sales - TIN # ***** 4573

\$1,902.35

### 2012 YTD GROSS REPORTABLE SALES

\$9.599.55

TAX GROSS REPORTABLE SALES: Per IRC 6050W, the total dollar amount of aggregate reportable payment card and third party network transactions for each participating payes, without regard to any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts, or any other amounts per respective tax identification number.

### LAST PAGE OF THIS STATEMENT

20120430

# Question 12

10:37 AM 05/08/12

## Navitas TN NG, LLC Reconciliation Summary 1124 · Checking - Bank2, Period Ending 04/30/2012



	Apr 30, 12	
Beginning Balance	29,002.88 🗸	
Cleared Transactions Checks and Payments - 11 items Deposits and Credits - 31 items	-54,302.22√ 36,133.47√	
Total Cleared Transactions	-18,168.75	
Cleared Balance	10,834.13 W SMI S	.8.12
Uncleared Transactions Checks and Payments - 1 item	-164.56	
<b>Total Uncleared Transactions</b>	-164.56	
Register Balance as of 04/30/2012	10,669.57	
New Transactions Checks and Payments - 3 items Deposits and Credits - 8 items	-3,986.23 10,077.43	
Total New Transactions	6,091.20	
Ending Balance	16,760.77	

# Navitas TN NG, LLC Reconciliation Detail

## 1124 · Checking - Bank2, Period Ending 04/30/2012

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balance	· · · · · · · · · · · · · · · · · · ·					29,002.88
Cleared Trans						
Checks an	id Payments - 1	1 items				
Check	3/28/2012	1159	Donna Cox	Х	-29.38	-29.38
Bill Pmt -Check	3/30/2012	1160	Navitas Utility Corp	X	-28,000.00	-28,029.38
Bill Pmt -Check	4/4/2012	1161	Navitas Utility Corp	X	-3,000.00	-31,029.38
General Journal	4/6/2012	120508		X	-3,000.00 · -84.24 <b>3</b> · -84.24	-31,113.62
General Journal	4/6/2012	120508		X	-50.70.20	-31,164.32
General Journal	4/6/2012	120508		X	-30.00	-31,194.32
Bill Pmt -Check	4/9/2012	1162	Navitas Utility Corp	X	-3,000.00	-34,194.32
Bill Pmt -Check	4/16/2012	1164	Navitas Utility Corp	X	-6,000.00	-40,194.32
Bill Pmt -Check	4/20/2012	1165	Navitas Utility Corp	X	-12,000.00	-52,194.32
Check	4/20/2012	Trans	State of Tennessee	X	-2,067.00 <b>*</b> -40.90 <b>b</b>	-54,261.32 -54,302.22
Check Total Chan	4/30/2012	to		^	-54,302.22	-54,302.22
	ks and Payment				-54,502.22	-54,502.22
•	and Credits - 31 3/30/2012	Batch	Navitas TN NG LLC	×	59.98	59.98
Payment Payment	4/2/2012	Batch	Navitas TN NG LLC	â	2,082.51	2,142.49
Payment Payment	4/3/2012	Batch	Navitas TN NG LLC	â	220.71	2,363.20
Payment	4/4/2012	Batch	Navitas TN NG LLC	â	973.11	3,336.31
Payment		Batch	Navitas TN NG LLC	â	38.00	3,374.31
Payment	4/9/2012	Datci	Navitas IN NO LLC	â	750.00	4,124.31
Deposit	4/9/2012 4/9/2012	Batch	Navitas TN NG LLC	â	965.99	5,090.30
Payment	4/9/2012	Dater	Navilas III ING ELC	â	1,892,15	6,982.45
Deposit		Batch	Navitas TN NG LLC	â	181.57	7,164.02
Payment	4/10/2012	Batch	Navitas TN NG LLC	â	240.72	7,404.74
Payment	4/10/2012		Navitas TN NG LLC	â	181.70	7,586.44
Payment	4/11/2012	Batch	Navitas TN NG LLC	â	442.71	8,029.15
Payment	4/11/2012	Batch Batch	Navitas TN NG LLC	â	740.47	8,769.62
Payment	4/11/2012	Batch	Navitas TN NG LLC	â	2,881.43	11,651.05
Payment	4/12/2012	Batch	Navitas TN NG LLC	â	464.07	12,115.12
Payment	4/13/2012	Batch	Navitas TN NG LLC	â	153.17	12,268.29
Payment	4/16/2012 4/16/2012	Batch	Navitas TN NG LLC	â	8,726.73	20,995.02
Payment		Batch	Navitas TN NG LLC	â	363.73	21,358.75
Payment	4/17/2012	Batch	Navitas TN NG LLC	â	2,140.47	23,499.22
Payment	4/18/2012 4/19/2012	Datcii	Navilas IN NG LLC	â	250.00	23,749.22
Deposit		Batch	Navitas TN NG LLC	â	1,101.07	24,850.29
Payment	4/19/2012	Batch	Navitas TN NG LLC	â	116.37	24,966.66
Payment	4/20/2012	Batch	Navitas TN NG LLC	â	963.72	25,930.38
Payment	4/20/2012	Batch	Navitas TN NG LLC	â	100.00	26,030.38
Payment	4/23/2012 4/23/2012		Navitas TN NG LLC	â	3,995.40	30,025.78
Payment		Batch Batch	Navitas TN NG LLC	â	1,492.44	31,518.22
Payment	4/25/2012 4/26/2012	Batch	Navitas TN NG LLC	â	358.32	31,876.54
Payment	4/26/2012	Batch	Navitas TN NG LLC	x	1,587.60	33,464.14
Payment			Navitas TN NG LLC	â	46.25	33,510.39
Payment	4/27/2012	Batch	Navitas TN NG LLC	â	1,301.36	34,811.75
Payment Payment	4/27/2012 4/30/2012	Batch Batch	Navitas TN NG LLC	â	1,321.72	36,133.47
•	sits and Credits				36,133.47	36,133.47
Total Cleared					-18,168.75	-18,168.75
	Tanodollono				-18,168.75	10,834.13
Cleared Balance Uncleared Tree	anaastiana				-10,100,75	10,034.13
	ansactions id Payments - 1	item				
Check	4/11/2012	1163	Charles Hale		-164.56	-164.56
Total Chec	ks and Paymen	ts			<u>-164.56</u>	-164.56
Total Uncléare	ed Transactions				-164.56	-164.56
Register Balance as	of 04/30/2012				-18,333.31	10,669.57

10:37 AM 05/08/12

### Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 04/30/2012

Type	Date	Num	Name	Clr	Amount	Balance
New Transa	ctions	-				
Checks a	ind Payments - 3	3 items				
Bill Pmt -Check	5/2/2012	1166	City of Jellico		-1,997.48	-1,997.48
Bill Pmt -Check	5/2/2012	1167	State of Tennessee		-1,572.00	-3,569.48
Bill Pmt -Check	5/2/2012	1168	Town of Byrdstown	_	-416.75	-3,986.23
Total Che	cks and Paymen	its		_	-3,986.23	-3,986.23
Deposits	and Credits - 8	items				
Payment	5/1/2012	Batch	Navitas TN NG LLC		63.55	63.55
Payment	5/1/2012	Batch	Navitas TN NG LLC		135.21	198.76
Payment	5/2/2012	Batch	Navitas TN NG LLC		146.05	344.81
Payment	5/2/2012	Batch	Navitas TN NG LLC		182.19	527.00
Payment	5/3/2012	Batch	Navitas TN NG LLC		39.65	566.65
Payment	5/3/2012	Batch	Navitas TN NG LLC		484.10	1,050.75
Payment	5/4/2012	478.02	Navitas TN NG LLC		478.02	1,528.77
Payment	5/7/2012	Batch	Navitas TN NG LLC	_	8,548.66	10,077.43
Total Dep	osits and Credits	3		_	10,077.43	10,077.43
Total New Tr	ransactions			-	6,091.20	6,091.20
Ending Balance				_	-12,242.11	16,760.77



Phone (405) 946-2265 24hr Info Line (405) 948-8877 Toll-Free (877) 409-2265 www.bank2online.com Banking at Its Absolute Best™

**全PM** 

Return Service Requested

442

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date 1 of 5 14009185 04/30/12

**Enclosures** 

24

### 1400-918-5

### Commercial Checking2

### Summary of Activity Since Your Last Statement

Balance Forward From 04/01/201	29,002.88	/ Images Enclosed	24
29 Deposits/Credits		Minimum Balance	1,254.95
11 Withdrawals/Debits	54,302.22√	Average Balance	8,122.19
Ending Balance As Of 04/30/201	2 10,834.13√	Average Available Balance	3,434.57

### - DEPOSITS -

DATE	AMOUNT DESCRIPTION	DATE	AMOUNT DESCRIPTION
04/02/2012	2,082.51√Regular Deposit	04/19/2012	2,140.47VRegular Deposit
04/04/2012	973.11√Regular Deposit	04/19/2012	1,351.07 Regular Deposit 101,01 +250
04/09/2012	965.99√Regular Deposit	04/19/2012	363.73√Regular Deposit
04/10/2012	750.00√Regular Deposit	04/20/2012	963.72√Regular Deposit
04/10/2012	240.72√Regular Deposit	04/23/2012	3,995.40√Regular Deposit
04/11/2012	740.47√Regular Deposit	04/25/2012	1,492.44√Regular Deposit
04/12/2012	2,881.43√Regular Deposit	04/26/2012	1,587.60√Regular Deposit
04/13/2012	464.07√Regular Deposit	04/27/2012	1,301.36√Regular Deposit
04/16/2012	8,726.73 Regular Deposit	04/30/2012	1,321.72 <b>√</b> Regular Deposit

### OTHER CREDITS -

DATE	AMOUNT	DESCRIPTION
04/02/2012	59.98✓	Ach deposit
	/	BANKCARD MTOT DEP
04/03/2012	220.71√	Ach deposit
	/	BANKCARD MTOT DEP
04/06/2012	1,892.15√	EFT/ACH Credit
		CBSW BILL
04/06/2012	38.00✔	Ach deposit
	/	BANKCARD MTOT DEP
04/10/2012	181.57√	Ach deposit
	/	BANKCARD MTOT DEP Ach deposit
04/11/2012	_ 442.71 √	Ach deposit
	/	BANKCARD MTOT DEP Ach deposit
04/12/2012	181.70 √	Ach deposit
	(/	BANKCARD MTOT DEP
04/16/2012	153.17 √	Ach deposit
	/	BANKCARD MTOT DEP
04/23/2012	216.37 √	Ach deposit 106 + 116.37
		BANKCARD MTOT DEP





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Return Service Requested

**NAVITAS TN NG LLC** 

COSTA MESA, CA 92626

**3186 AIRWAY AVE** 

**UNIT D** 

442

Page Number **Account Number:** 

2 of 5 14009185

Date

04/30/12

**Enclosures** 

24

OTHER	CREDITS -	
-------	-----------	--

DATE		DESCRIPTION
04/26/2012	358.32V	Ach deposit

BANKCARD MTOT DEP

04/27/2012 46.25V Ach deposit

BANKCARD MTOT DEP

#### - CHECKS CHECK NO **AMOUNT** DATE DATE CHECK NO AMOUNT 29.38 3,000,00√ 04/10/2012 1162 04/11/2012 1159 28,000.00 04/17/2012 1164 * 6,000.00 🗸 1160 04/02/2012 1165 12,000.00 > 04/05/2012 1161 3,000.00 🗸 04/23/2012

* - denotes missing check number in sequence

	,	OTHER DEBITS -
DATE	AMOUNT	DESCRIPTION
04/03/2012	84.24√	Ach withdrawal
	1	BANKCARD MTOT DISC
04/06/2012	50.70 <b>√</b>	Miscellaneous Debit
		MARCH RDC 338 ITEMS @ \$0.15
04/06/2012	30.00 V	Miscellaneous Debit
	/	MARCH ACH BATCHES 1 @ \$30.00
04/23/2012	2,067.00 √	Ach withdrawal
•		TENN DEPT OF REV SALES TAX

		SER\	/ICE	CHA	RGES	•
--	--	------	------	-----	------	---

DATE		DESCRIPTION
04/30/2012	40.90V	Net Service Charge

### - SERVICE CHARGE ANALYSIS -

8	Checks Paid		@	0.15000 EACH 0.10000 EACH	1.20 32.40
324	Fed Items Deposited		@	0, 10000 EACH	7.50
	Maintenance Fee	•		*	
	INVESTMENT CREDIT				-0.20

	-	- DAILY BALANC	CE INFORMATION	N <del></del>	
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/31/2012	29,002.88	04/06/2012	3,104.40	04/13/2012	6,923.68
04/02/2012	3,145,37	04/09/2012	4,070.39	04/16/2012	15,803.58
04/03/2012	3,281.84	04/10/2012	2,242.68	04/17/2012	9,803.58
04/04/2012 -	4,254.95	04/11/2012	3,396.48	04/19/2012	13,658.85
04/05/2012	1,254.95	04/12/2012	6,459.61	04/20/2012	14,622.57





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Return Service Requested

Page Number **Account Number:** Date

3 of 5 14009185 04/30/12

**NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D** COSTA MESA, CA 92626

**Enclosures** 

24

442

DAILY BALANCE INFORMATION								
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE			
04/23/2012 04/25/2012	4,767.34 6,259.78	04/26/2012 04/27/2012	8,205.70 9,553.31	04/30/2012	10,834.13			

-IN ACCORDANCE WITH FEDERAL REGULATION WE HAVE REDUCED THE TIME WE MAY HOLD ITEMS DEPOSITED TO YOUR ACCOUNT. FUNDS FROM CASH AND CHECKS DEPOSITED WILL STILL NORMALLY BE AVAILABLE TO YOU ON THE NEXT BUSINESS DAY FOLLOWING THE DAY WE RECEIVE YOUR DEPOSIT. ANY DELAY IN AVAILABILITY OF YOUR FUNDS WILL GENERALLY BE TWO BUSINESS DAYS. UNDER CERTAIN CIRCUMSTANCES WE MAY DELAY FUNDS AVAILABILITY UP TO SEVEN BUSINESS DAYS. IF WE DECIDE TO DELAY YOUR FUNDS AVAILABILITY WE WILL NOTIFY YOU AT THE TIME OF YOUR DEPOSIT OR AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF OUR FUNDS AVAILABILITY POLICY PLEASE CONTACT US AT (405)946-2265.



rn Service Requested

Page Account:

14009185 04/30/12

Date

Deposit 410301298600014009185 #11 70000 SHB1412 0.10301298600014009185 #11 Y0000 808 8517 04/02/2012 \$2,082.51 04/12/2012 \$2,881.43 Deposit Deposit 03030329660034009465 P11 /0000097311/ 0.10303.296600034009345 *** /0000016407/ 04/13/2012 \$464.07 04/04/2012 \$973.11 Deposit Deposit 0.40304296600044009485 MAR Z000000965992 #11 20000878871V 04/09/2012 \$965.99 04/16/2012 \$8,726.73 HAVITAS TITLIG GUMBUMA SIG 72 & 40/4/77 15 PM UTC Deposit C 10 10 1 2986 COO 1 400 9 18 5 # \$ \$ 700000 240 7 PM 120 101 2966400 1400 9185 #11 7000000 181717 04/19/2012 \$363.73 \$240.72 04/10/2012



Deposit Deposit 010 101 2966000 14009 185 0.10.10.1.2366.000.1400.4111.5 *11 /0000115107/ 04/10/2012 \$750.00 04/19/2012 \$1,351.07

count fame.	HAVITAY TITLIG	-		
PARTIE SPECIAL	0014900185			
Report Amount	/46.47			
ALAN DRVIEW	WHITE? WENGE			
1940	19902		•	
				Deposit
		-		

Deposit C103012966C0014009185 #11 /0000214047/

04/11/2012 \$740.47

#11 /0000074047/

04/19/2012 \$2,140.47

Page Account:

5 of 5 14009185

**Date** 

FD01165F (103012966: 0014009185F

04/23/2012 1165 \$12,000.00

04/30/12

Return Service Requested HAVITAS (HTMS OUTERCORF) 95377 400407 40 FM UTO 1984 NAVITAS TH NG, LLC 10318 EAST MUZERMANT, STET IRMINE, CA STORA \$ "29.38 Deposit #10 101 2966#00 14009185 #DD1159# #103012966# 0014009185# 04/20/2012 \$963.72 04/11/2012 1159 \$29.38 1160 Account flams. HAVITAS III HG CONTRACTOR

LOSS 40

LOSS 22 19 PM UTC

DAC4 Deposit Navilas Utility Corporation 18218 East McDurmoti, Suite I Inéno, CA 92614 MENO 1:10:101296600014009185 #001160# #10301296## 0014009185# 04/23/2012 \$3,995.40 04/02/2012 1160 \$28,000.00 RAMIAS TRING JUNIOSHIS 1492-44 # 422012-6-50 PM UTC NAVITAS YN NO, LLC 1236 EAST INDURNOTT, SIE 1 84784, DA 02514 (SIR) 955 2317 *4/4/2*012 PAY TO THE OROCH OF Deposit 440303296640034009345 #11 700001492447 04/25/2012 \$1,492.44 04/05/2012 1161 \$3,000.00 Account fame. NAVITAS TH HG
Account Names (001400s/in5)
Depose Annual 1557 (0)
Depose Dentitine 40/VITA IN PARTICIPATION 70/VITA IN PARTICIPATION NAVITAS THING, LLC Deposit Navitas Utility Corporation 18218 East McDarmott, Saile I Irvine, CA 92614 120 101296600014009165 #11 200001587802 #001182* #101012986# 0014009185* 04/26/2012 \$1,587.60 04/10/2012 1162 \$3,000.00 NACHAS IN HG 031400125 130134 427/12675 PB UTC NAVITAS TN NO, LLC 16318 EAST MCDURBOTT, 5181 (RVINE, CA 22814 \$ "6,000.00 Deposit Navitas Utility Corporation 18218 East McDurmott, Soute I Irvno, CA 92614 0.40.001296600014009185 #11 /0000130116/ *001164# #103012966# 0014009185# 04/27/2012 \$1,301.36 04/17/2012 1164 \$6,000.00 HANTAS TITES WITHROUGH 1324-72 APPLIES SON PREUTO SPATE \$ "12,000.00 Deposit Navitas Utility Corporation 18218 East McDurmott, Suito I Irvine, CA 92614

F11 /00000112172/

C10 101 2966/0014009185

04/30/2012 \$1,321.72

PAGE

BANK2 909 S. MERIDIAN OKLAHOMA CITY, DK 73108

MONTH ENDING 04/30/12 3 PAGES IN THIS STATEMENT 04/30/12

### MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07 7299 1

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

գիուվել ՍԱյդ Ուիակ իներավահ գիրի գին ինկել եր ՍԱլայի բերևու

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

#### !ATTENTION!

BEGINNING WITH APRIL 2012 ACTIVITY, YOU WILL SEE ADDITIONAL VISA FEES ON YOUR MERCHANT STATEMENT.

VISA'S FIXED ACQUIRER NETWORK FEES (FANF) WILL BE ASSESSED ON A MERCHANT TAXPAYER ID BASIS WITH A MINIMUM OF \$2.00 TO \$2.90 MONTHLY BASED ON MERCHANT CATEGORY TYPE, NUMBER OF LOCATIONS, AND PERCENTAGE OF CARD PRESENT. THE MINIMUM OF \$2.00 TO \$2.90 WILL APPLY TO NUMBER OF LOCATIONS OF THREE OR LESS.

IN ADDITION, A SEPARATE MONTHLY FEE WILL BE ASSESSED IN REGARD TO CARD NOT PRESENT VOLUME ASSESSMENTS. THIS FEE BEGINS AT A MINIMUM OF \$2.00 FOR CARD NOT PRESENT VOLUMES OF \$50 OR LESS WITH GRADUAL TO SUBSTANTIAL INCREASE IN FEES AS CARD NOT PRESENT VOLUME INCREASE. EXAMPLE: CARD NOT PRESENT VOLUMES \$8,000 - \$39,999 = ADDITIONAL MONTHLY FEE OF \$15.

VISA HAS ALSO IMPLEMENTED A "TRANSACTION INTEGRITY FEE" ASSESSED AT 10 CENTS PER ITEM FOR VISA DEBIT OR PREPAID CARD TRANSACTIONS THAT DO NOT QUALIFY FOR VISA'S LOWEST INTERCHANGE BY BEING SWIPED AND DEPOSITED WITHIN A CERTAIN TIMEFRAME. TO HELP TO CONTROL THIS TYPE FEE, IT IS IMPERATIVE THAT YOU SETTLE ALL TRANSACTIONS ON A DAILY BASIS AND PERFORM ADDRESS VERIFICATION SERVICES (AVS) AND CARD VALUE VERIFICATION (CVV) ON ALL CARD NOT PRESENT TRANSACTIONS AS SHOULD BE AVAILABLE IN PROCESSING WITH A TERMINAL AND SOME OTHER PROCESSING METHODS.

FOR QUESTIONS REGARDING THE INFORMATION IN THIS STATEMENT, FEEL FREE TO CALL THE MERCHANT SERVICES TEAM AT 1-800-511-0761 OPTION 3.

#### TOTAL CHARGE TO YOUR ACCOUNT IS

58.01

CARD TYPE	SA	LES	RETURI	NS	NET
MASTERCARD	6	558.01	0	0.00	558.01
VISA	3	` <b>313.</b> 27	0	0.00	313.27
VS OFLN DB	8	849.37	0	0.00	849.37
DCVR ACQ	1	181.70	0	0.00	181.70
TOTAL	- 18	1,902.35	0	0.00	1,902.35

SUMMARY OF CARD DEPOSITS

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

MONTH ENDING

04/30/12

2

MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS 07

PAGE

7299

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

NQUAL DISC   408.02   0.02750   1	3.75 11.22 2.00 16.97
QUAL DISC 149.99 0.02500	11.22 2.00 16.97
	11.22 2.00 16.97
AUTHS 2 AVS  POS-LOC  TOTAL  VISA  DISC 1  QUAL DISC  AUTHS 2 AVS  POS-LOC  TRAN INTEGRITY FEE  TOTAL  VS OFLN DB  DISC 1  QUAL DISC  TOTAL  VS OFLN DB  DISC 1  QUAL DISC  AUTHS 2 AVS  POS-LOC  TRAN INTEGRITY FEE  TOTAL  VS OFLN DB  DISC 1  QUAL DISC  HQUAL DISC  AUTHS 2 AVS  POS-LOC  TOTAL  TOT	2.00
POS-LOC 17 AT 0.1175  TOTAL  VISA  DISC 1  QUAL DISC 280.31 0.02500  NQUAL DISC 32.96 0.03500  AUTHS & AVS  POS-LOC 2 AT 0.1175  TRAN INTEGRITY FEE 1 AT 0.10000  NETWORK PART CP FEE  TOTAL  VS OFLN DB  DISC 1  QUAL DISC 585.82 0.02500  MQUAL DISC 585.82 0.02750  AUTHS & AVS  POS-LOC 2 AT 0.1175  TRAN INTEGRITY FEE 0.10000  NETWORK PART CP FEE  TOTAL  VS OFLN DB  DISC 1  QUAL DISC 585.82 0.02500  AUTHS & AVS  POS-LOC 2 AT 0.1175  TO AT 0.1175	16.97
TOTAL VISA  DISC 1  QUAL DISC  NQUAL DISC  AUTHS & AVS  POS-LOC  TRAN INTEGRITY FEE  1 AT  NETWORK PART CP FEE  TOTAL  VS OFLN DB  DISC 1  QUAL DISC  AUTHS & AVS  POS-LOC  2 AT  0.1175  1 AT  0.10000  0 DISC 1  QUAL DISC  HQUAL DISC  AUTHS & AVS  POS-LOC  10 AT  1175	
VISA  DISC 1 QUAL DISC 280.31 0.02500 NQUAL DISC 32.96 0.03500  AUTHS & AVS  POS-LOC 2 AT 0.1175 TRAN INTEGRITY FEE 1 AT 0.10000 NETWORK PART CP FEE TOTAL VS OFLN DB DISC 1 QUAL DISC 585.82 0.02500 AUTHS & AVS  RQUAL DISC 263.55 0.02750 AUTHS & AVS  POS-LOC 2 AT 0.1175 0.1175 0.1175 0.1175 0.1175 0.1175	7.01
DISC 1 QUAL DISC 280.31 0.02500 NQUAL DISC 32.96 0.03500 AUTHS & AVS POS-LOC 2 AT 0.1175 TRAN INTEGRITY FEE 1 AT 0.10000 NETWORK PART CP FEE TOTAL VS OFLN DB DISC 1 QUAL DISC 585.82 0.02500 NQUAL DISC 263.55 0.02750 AUTHS & AVS	7.01
QUAL DISC 280.31 0.02500  NQUAL DISC 32.96 0.03500  AUTHS & AVS  POS-LOC 2 AT 0.1175  TRAN INTEGRITY FEE 1 AT 0.10000  NETHORK PART CP FEE  TOTAL  VS OFLN DB  DISC 1  QUAL DISC 585.82 0.02500  NQUAL DISC 263.55 0.02750  AUTHS & AVS  POS-LOC 1 AT 0.1175	7.61
NQUAL DISC   32.96   0.03500	
## AUTHS & AVS ## POS-LOC	1.15
POS-LOC 2 AT 0.1175  TRAN INTEGRITY FEE 1 AT 0.10000  NETWORK PART CP FEE  TOTAL  VS OFLN DB  DISC 1  QUAL DISC 585.82 0.02500 1  QUAL DISC 263.55 0.02750  AUTHS 2 AVS	,
TRAN INTEGRITY FEE 1 AT 0.10000  NETWORK PART CP FEE  TOTAL  VS OFLN DB  DISC 1  QUAL DISC 585.82 0.02500 1  QUAL DISC 263.55 0.02750  AUTHS & AVS	0.24
TOTAL  VS OFLN DB  DISC 1  QUAL DISC 585.82 0.02500 0.02750  MQUAL DISC 263.55 0.02750  AUTHS 2 AVS	0.10 2.00
VS OFLN DB  DISC 1  QUAL DISC 585.82 0.02500 1  HQUAL DISC 263.55 0.02750  AUTHS 2 AVS  PDS-10C 10 AT 0.1175	10.50
DISC 1 QUAL DISC 585.82 0.02500 1 HQUAL DISC 263.55 0.02750  AUTHS & AVS	10.50
QUAL DISC 585.82 0.02500 1 MQUAL DISC 263.55 0.02750 1 MQUAL DISC 263.55 0.02750 1 MQUAL DISC 263.55 0.02750	
MQUAL DISC 263.55 0.02750  AUTHS & AVS	14.65
AUTHS & AVS	7.25
POS-100 10 AT 0.1176	
	1.18
TRAN INTEGRITY FEE 3 AT 0.10000	0.30
TOTAL	23.38
DCVR ACQ	
DISC 1	
QUAL DISC 181.70 0.02500	4.54
AUTHS & AVS POS-LOC 1 AT 0.1175	0.12
POS-LOC 1 AT 0.1175 TOTAL	4,66
TOTAL CARD FEES	55.51
TOTAL CARD FEED	33.31
SUMMARY OF MISCELLANEOUS FEES	
TOTAL CARD FEES	55.51
MONTHLY ACCT FEE	1.50
IRS REPORTING FEE	1.00
TOTAL CHARGES	

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

**PAGE** 

3

MONTH ENDING

04/30/12

### **MERCHANT STATEMENT** SUMMARY OF BANKCARD DEPOSITS

07

7299

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE, UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

### SUMMARY OF MONETARY BATCHES

### **BATCHES**

GROSS	R&C	NET	DATE	REF
220.71	0.00	220.71	04/02	98009311024
38.00	0.00	38.00	04/05	98009611025
181.57	0.00	181.57	04/09	98010011021
442.71	0.00	442.71	04/10	98010111029
181.70	0.00	181.70	04/11	98010241025
153,17	0.00	153.17	04/13	98010441033
100.00	0.00	100.00	04/20	98011111024
116.37	0.00	116.37	04/20	98011141029
358.32	0.00	358.32	04/25	98011611027
46.25	0.00	46.25	04/26	98011711026
63.55	0.00	63.55	04/30	98012111022

### TAX GROSS REPORTABLE SALES BY TIN

MONTH

**DESCRIPTION** 

TOTAL

APR

Gross Reportable Sales - TIN # ***** 4573

\$1,902.35

### 2012 YTD GROSS REPORTABLE SALES

\$9.599.55

TAX GROSS REPORTABLE SALES: Per IRC 6050W, the total dollar amount of aggregate reportable payment card and third party network transactions for each participating payes, without regard to any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts, or any other amounts per respective tax identification number.

### LAST PAGE OF THIS STATEMENT

20120430

# Question 12

2:59 PM 06/11/12

## Navitas TN NG, LLC Reconciliation Summary 1124 · Checking - Bank2, Period Ending 05/31/2012



May 31, 12	
10,834.13 🗸	
-32,434.94 <b>/</b> 24,416.87	
-8,018.07	c 11 17
2,816.06	SM2 6.11.12
-2,210.63	
-2,210.63	
605.43	
-7,176.66 9,503.75	
2,327.09	
2,932.52	
	10,834.13 \rightarrow -32,434.94 \rightarrow 24,416.87  -8,018.07  -2,816.06  -2,210.63  -2,210.63  -7,176.66 9,503.75  2,327.09

# Navitas TN NG, LLC Reconciliation Detail

## 1124 · Checking - Bank2, Period Ending 05/31/2012

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						10,834.13
Cleared Transa	actions					
	l Payments - 1					
Bill Pmt -Check	5/2/2012	1166	City of Jellico	X	-1,997.48	-1,997.48
Bill Pmt -Check	5/2/2012	1167	State of Tennessee	X	-1,572.00	-3,569.48 -3,986.23
Bill Pmt -Check	5/2/2012	1168 120611	Town of Byrdstown	X X	-416.75 -58.01	-3,960.23 -4,044.24
General Journal General Journal	5/2/2012 5/2/2012	120611		â	-51.30 €	-4,095.54
General Journal	5/2/2012	120611		â	-30.00 <b>F</b>	-4,125.54
Bill Pmt -Check	5/10/2012	1169	Navitas Utility Corp	x	-15,980.91	-20,106.45
Bill Pmt -Check	5/17/2012	1170	Navitas Utility Corp	X	-5,000.00	-25,106.45
Check	5/21/2012	Trans	State of Tennessee	Х	-1,280.00	-26,386.45
Bill Pmt -Check	5/22/2012	1171	Navitas Utility Corp	Х	-3,000.00	-29,386.45
Bill Pmt -Check	5/25/2012	1173	Navitas Utility Corp	Х	-3,000.00	-32,386.45
Check	5/31/2012			X	-33.49 C Q.C.	-32,419.94
General Journal	5/31/2012			Х	-15.00 🗸 🏲	-32,434.94
Total Checks	s and Payments	3			-32,434.94	-32,434.94
	nd Credits - 30					
Payment	5/1/2012	Batch	Navitas TN NG LLC	x	63.55	63.55
Payment	5/1/2012	Batch	Navitas TN NG LLC	x	135.21	198.76
Payment	5/2/2012	Batch	Navitas TN NG LLC	x	146.05	344.81
Payment	5/2/2012	Batch	Navitas TN NG LLC	X	182.19	527.00
Payment	5/3/2012	Batch	Navitas TN NG LLC	Х	39.65	566.65
Payment	5/3/2012	Batch	Navitas TN NG LLC	X	484.10	1,050.75
Payment	5/4/2012	478.02	Navitas TN NG LLC	Х	478.02	1,528.77
Payment	5/7/2012	Batch	Navitas TN NG LLC	X	8,548.66	10,077.43
Payment	5/8/2012	Batch	Navitas TN NG LLC	X	172.83	10,250.26
Payment	5/10/2012	Batch	Navitas TN NG LLC	X	100.00	10,350.26
Payment	5/11/2012	Batch	Navitas TN NG LLC	X X	211.96 1,463.46	10,562.22 12,025.68
Deposit	5/11/2012 5/14/2012	Batch	Navitas TN NG LLC	x	341.09	12,366.77
Payment Deposit	5/14/2012	Dalcii	Mayitas TN NO LLO	â	500.00	12,866.77
Payment	5/15/2012	Batch	Navitas TN NG LLC	x	43.69	12,910.46
Payment	5/15/2012	Batch	Navitas TN NG LLC	X	56.40	12,966.86
Payment	5/16/2012	Batch	Navitas TN NG LLC	Х	1,942.20	14,909.06
Payment	5/17/2012	Batch	Navitas TN NG LLC	Х	1,203.67	16,112.73
Payment	5/18/2012	Batch	Navitas TN NG LLC	X	48.13	16,160.86
Payment	5/21/2012	Batch	Navitas TN NG LLC	X	19.62	16,180.48
Deposit	5/21/2012			X	25.00	16,205,48
Payment	5/21/2012	Batch	Navitas TN NG LLC	X X	3,580.11	19,785.59 19,809.81
Payment	5/22/2012 5/23/2012	Batch	Navitas TN NG LLC	X	24.22 60.00	19,869.81
Deposit Deposit	5/23/2012			â	1,502.43	21,372.24
Deposit	5/24/2012			x	711.96	22,084.20
Payment	5/25/2012	batch	Navitas TN NG LLC	x	296.73	22,380.93
Payment	5/29/2012	Batch	Navitas TN NG LLC	Х	192.70	22,573.63
Payment	5/29/2012	Batch	Navitas TN NG LLC	X	1,417.30	23,990.93
Payment	5/31/2012	Batch	Navitas TN NG LLC	X	425.94	24,416.87
Total Depos	its and Credits				24,416.87	24,416.87
Total Cleared T	ransactions				-8,018.07	-8,018.07
Cleared Balance					-8,018.07	2,816.06
Uncleared Trai	nsactions					
	Payments - 3	items				
Check	4/11/2012	1163	Charles Hale		-164.56	-164.56
Check	5/22/2012	1172	Carolyn Perry		-46.07	-210.63
Bill Pmt -Check -	5/31/2012	1174	Navitas Utility Corp		-2,000.00	-2,210.63
Total Check	s and Payments	S			-2,210.63	-2,210.63
Total Uncleared	d Transactions				-2,210.63	-2,210.63
Register Balance as o	of 05/31/2012				-10,228.70	605.43

2:59 PM 06/11/12

# Navitas TN NG, LLC Reconciliation Detail

### 1124 · Checking - Bank2, Period Ending 05/31/2012

Type	Date	Num	Name	Clr	Amount	Balance
New Transa	ctions					
Checks a	nd Payments - 2	items				
Bill Pmt -Check	6/5/2012	1175	Navitas Utility Corp		-7,000.00	-7,000.00
Check	6/5/2012		Katherine Creekmore	_	-176.66	-7,176.66
Total Che	cks and Payment	ts			-7,176.66	-7,176.66
Deposits	and Credits - 13	items				
Payment	6/1/2012	Batch	Navitas TN NG LLC		69.14	69.14
Payment	6/4/2012	batch	Navitas TN NG LLC		35.66	104.80
Deposit	6/4/2012				400.00	504.80
Payment	6/4/2012	Batch	Navitas TN NG LLC		6,592.94	7,097.74
Payment	6/5/2012	Batch	Navitas TN NG LLC		43.00	7,140.74
Payment	6/5/2012	Batch	Navitas TN NG LLC		57.05	7,197.79
Payment	6/6/2012	Batch	Navitas TN NG LLC		142.36	7,340.15
Payment	6/7/2012	Batch	Navitas TN NG LLC		56.56	7,396.71
Payment	6/7/2012	Batch	Navitas TN NG LLC		579.92	7,976.63
Payment	6/8/2012	batch	Navitas TN NG LLC		59.68	8,036.31
Payment	6/11/2012	Batch	Navitas TN NG LLC		26.13	8,062.44
Payment	6/11/2012	Batch	Navitas TN NG LLC		113.91	8,176.35
Deposit	6/12/2012			_	1,327.40	9,503.75
Total Dep	osits and Credits			_	9,503.75	9,503.75
Total New Tr	ansactions			_	2,327.09	2,327.09
Ending Balance				_	-7,901.61	2,932.52



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Return Service Requested

445

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA. 92626 Page Number Account Number:

Date

1 of 6 14009185 05/31/12

**Enclosures** 

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### 1400-918-5

### Commercial Checking2

### **Summary of Activity Since Your Last Statement**

Balance Forward From 05/01/2012	10,834.13 🗸 Images Enclosed	26
29 Deposits/Credits	24,416.87 <b>4</b> / Minimum Balance	928.61
13 Withdrawals/Debits	32,434.94 √/ Average Balance	6,632.46
Ending Balance As Of 05/31/2012	2,816.06 Average Available Balance	4,293.34

### - DEPOSITS -

DATE	AMOUNT DESCRIPTION	DATE	AMOUNT DESCRIPTION
05/01/2012	135.21√Regular Deposit	05/15/2012	56.40 Regular Deposit
05/02/2012	182.19 <i>V</i> Regular Deposit	05/16/2012	1,942.20 √Regular Deposit
05/03/2012	484.10√Regular Deposit	05/17/2012	1,203.67√Regular Deposit
05/04/2012	478.02 Regular Deposit	05/18/2012	48.13√Regular Deposit
05/09/2012	8,548.66 Regular Deposit 35 9	11 + 25 05/21/2012	3.605.11 Regular Deposit
05/09/2012	172.83 √Regular Deposit	05/23/2012	1,502.43√Kegular Deposit
05/10/2012	100.00 <b>∕</b> Begular Deposit	05/24/2012	711.96 Vijegular Deposit
05/11/2012	211.96√Regular Deposit	05/25/2012	296.73 Regular Deposit
05/14/2012	841.09 Regular Deposit	05/31/2012	425.94 √Regular Deposit
	معمايي		

### 500 + 341,09

### -OTHER CREDITS -

DATE	AMOUNT / DESCRIPTION
05/01/2012	63.55√ Ach deposit
	/ BANKCARD MTOT DEP
05/02/2012	146.05√ Ach deposit
	BANKCARD MTOT DEP
05/04/2012	39.65√ Ach deposit
	BANKCARD MTOT DEP
05/10/2012	1,463.46√ EFT/ACH Credit
	CBSW BILL 43.69 Ach deposit
05/15/2012	
05/01/0010	BANKCARD MTOT DEP  19.62 Ach deposit
05/21/2012 -	19.62V Ach deposit
05/00/0040	BANKCARD MTOT DEP
05/22/2012	
05/04/0040	BANKCARD MTOT DEP
05/24/2012	60.00√ Ach deposit
05/29/2012	100.00 Ach deposit
0312312012	BANKCARD MTOT DEP
	DAINKCAKD WITO! DEF





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Return Service Requested

NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date 2 of 6 14009185 05/31/12

**Enclosures** 

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		OTHER C	REDITS		
DATE 05/30/2012	AMOUNT 1,417.30 V	DESCRIPTION  Miscellaneous Credit	NEDITO -		
05/30/2012	192.70 92.70V	Transfer from checking # Ach deposit BANKCARD MTOT DEP	5546 - Ross &	SM	
		CHEC	KS		
DATE 05/11/2012 05/08/2012 05/09/2012 05/11/2012	CHECK.NO 1166 1167 1168 1169	AMOUNT 1,997.48 1,572.00 416.75 15,980.91	DATE 05/18/201 05/23/201 05/29/201	2 1171	AMOUNT 5,000.00 V 3,000.00 V 3,000.00 V
	•		* - der	otes missing check nur	nber in sequence
*		OTHER I	DEBITS -		·
DATE 05/02/2012	AMOUNT 51.30√	DESCRIPTION Miscellaneous Debit	D #0.45 EAOU		
05/02/2012	30.00 🗸	APRIL RDC 342 ITEMS ( Miscellaneous Debit APRIL ACH BATCH FEE			
05/03/2012	58.01√	Ach withdrawal BANKCARD MTOT DISC			
05/23/2012	1,280.00 🗸	Ach withdrawal TENN DEPT OF REV SA	I ES TAY		
05/31/2012	15.00 🗸	Miscellaneous Debit Wa	unda Sur	, th	
<del></del>		SERVICE C	HARGES-	<del> </del>	
DATE 05/31/2012	AMOUNT 33.49	DESCRIPTION  Net Service Charge			
	·		GE ANALYS	IS	·
Maintena	s Deposited		@ @	0.15000 EACH 0.10000 EACH	1.35 24.90 7.50 -0.26
		DAILY BALANC	E INEODMA	TION	
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/30/2012 05/01/2012 05/02/2012	10,834.13 11,032.89 11,279.83	05/03/2012 05/04/2012 05/08/2012	11,705.92 12,223.59 10,651.59	05/09/2012 05/10/2012 05/11/2012	20,519.79





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NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date

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Enclosures

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DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/14/2012	3,594.45	05/21/2012	5,513.27	05/29/2012	928.61
05/15/2012	3,694.54	05/22/2012	5,537.49	05/30/2012	2,438.61
05/16/2012	5,636.74	05/23/2012	2,759.92	05/31/2012	2,816.06
05/17/2012	6,840.41	05/24/2012	3,531.88		
05/18/2012	1,888.54	05/25/2012	3,828.61		

-IN ACCORDANCE WITH FEDERAL REGULATION WE HAVE REDUCED THE TIME WE MAY HOLD ITEMS DEPOSITED TO YOUR ACCOUNT. FUNDS FROM CASH AND CHECKS DEPOSITED WILL STILL NORMALLY BE AVAILABLE TO YOU ON THE NEXT BUSINESS DAY FOLLOWING THE DAY WE RECEIVE YOUR DEPOSIT. ANY DELAY IN AVAILABILITY OF YOUR FUNDS WILL GENERALLY BE TWO BUSINESS DAYS. UNDER CERTAIN CIRCUMSTANCES WE MAY DELAY FUNDS AVAILABILITY UP TO SEVEN BUSINESS DAYS. IF WE DECIDE TO DELAY YOUR FUNDS AVAILABILITY WE WILL NOTIFY YOU AT THE TIME OF YOUR DEPOSIT OR AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF OUR FUNDS AVAILABILITY POLICY PLEASE CONTACT US AT (405)946-2265.





n Service Requested

Page Account:

4 of 6 14009185

445

Date

05/31/12

Jacque Itema. IDAVITAS 1N NO Autom National UDI (IDAVITAS 1N NO Deposal Amount 10 De Deposit Deposit 010101296600014009185 #11 /00000B13581/ 201001298800014009185 #11 700000100007 05/10/2012 05/01/2012 \$135.21 \$100.00 Deposit Deposit 0.10303298600044009385 #11 200000183192 0.10.10.1.2966000.11009.185 #11 700000 211967 05/11/2012 \$211.96 05/02/2012 \$182.19 Deposit Deposit 0.10.10.1298800034009345 #11 Z0000044410Z 010101298600014009185 #11 /0000084109/ 05/03/2012 \$484.10 05/14/2012 \$841.09 Deposit Deposit 0.10.101.098600014009185 # \$ \$ 20000004780 22 030101296600014009185 #33 Z00000005640Z 05/04/2012 \$478.02 05/15/2012 \$56.40 Deposit Deposit 281 POOL LODGABES LOT OF #11 Y0000017783/ 10 10 10 10 2965 (00 14009 105 WEST NOODO \$445 50% 05/09/2012 \$172.83 05/16/2012 \$1,942.20 Deposit

05/09/2012 \$8,548.66

# 11 /0000851866/

0.10301246600014009185

05/17/2012 \$1,203.67

0.30.30.3.2966000.34009.34.5

*** 700001501677

Return Service Requested

Account frame. SPANTAS TO ING
Account frames Contention Contention

Page Account: Date

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05/31/12

**Charge Back Fee** DDA 05/31/2012 NAVITAS TN NG LLC Acct #: 14009185 Deposit Amount of fee: \$15.00 Debit 0.10.101296800014009185 611 2000000004132 05/18/2012 \$48.13 05/31/2012 \$15.00 Account Rems: HAVITAS TRITIS
Account Number CURRODAY
Deposit Children
SOUTH ACCOUNT
Company Children
SOUTH ACCOUNT
Company Children
Company Ch Deposit 4.10303298640034009385 #11 700003805117 *ODIIGG: (103012486) 00140041924 05/21/2012 \$3,605.11 05/11/2012 1166 \$1,997.48 1167 \$ *1.572.00 Deposit Tonnessoo Department of Revenue Adm: Larry Pulty P.O. Box 378 Knoxvile, TN 37901 0.00303298800034009385 833 200003003932432 ******** ********** ********** Z0000157200Z 05/23/2012 \$1,502.43 05/08/2012 1167 \$1,572.00 HANTAY THEIG W14009135 NAVITAS TN NG, LLC \$ "416.75 Town of Byrdstown PO Box 325 Byrdstown, TN 3854 vn of Byrdstown, TN OZ/Q3/Q4 Franchise Yex 284 PODA 4 DOMARS 4 DE DED PER 200000711962 05/24/2012 \$711.96 05/09/2012 1168 \$416.75 Deposit Novies Utility Corporation 3186-D Airway Ave Costs Mose, CA 92620 0.10.101.298600014009185 ********* :: 103012966: 0014009185** 05/25/2012 \$296.73



05/11/2012 1169 \$15,980.91

\$425.94 05/31/2012 05/18/2012 1170 \$5,000.00

Deposit

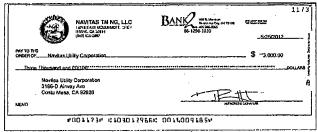
#11 2000004259W

0.10101298800014009185



n Service Requested

6	NAVITAS TN NG, LLC 1996 FART MCOLHMOTT, STE! 1998 ESS 2297	BAN	Will Montal Glabona City On France Sign 1296-1030	117) Garage 5/22/2012
PAY TO THE ORDER OF	••			\$ "3,000.00
Navitas Utility 3186-D Airway Costa Mana, C	Avo			>   -
	001171# #1030129	661: 0014	3D9 18 5V	
·	05/23/2012	1171	\$3,000.0	0



05/29/2012 1173 \$3,000.00

445

Page Account:

6 of 6 14009185

Date

05/31/12



]

MONTH ENDING 05/31/12 2 PAGES IN THIS STATEMENT

MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

7285

878 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

OTAL CHARGE TO YO	OK ACCOUNT	1 12			22.	10
		SUMMARY OF	CARD DEPOSITS			
CARD TYPE	SAL	ES	RETURNS			NET
MASTERCARD	5	190.46	0	0.00		190.
VISA	ī	23.80	0	0.00		23.
VS OFLN DB	6 .	311.67	0	0.00		311.
TOTAL	12	525.93	0	0.00		525.
		SUMMARY DI	CARD FEES			
ASTERCARD						
DISC 1						
MQUAL DISC		190.46	0.02	750	5.24	
AUTHS & AVS			7.72			
POS-LOC		13 AT	0.1	175	1.53	
TOTAL					2.130	6.
ISA						•
DISC 1						
NQUAL DISC		23.80	0.03	500	0.83	
AUTHS & AVS					*****	
POS-LOC		1 AT	0.1	175	0.12	
NETWORK PART CP FEE					2.00	
TOTAL						2.
OFLN DB						-
DISC 1						
MQUAL DISC		311.67	0.02	750	8.57	
AUTHS & AVS						
POS-LOC		6 AT	0.1	175	0.71	
TRAN INTEGRITY FEE		6 AT			0.60	
TOTAL						9.
DTAL CARD FEES						19.
		SUMMARY OF MIS	CELLANEOUS FEES			
DTAL CARD FEES				•		19.
NTHLY ACCT FEE						1.
S REPORTING FEE						1.
TOTAL CHARGES			·			22.

BANK2 909 S. MERIDIAN OKLAHDMA CITY, OK 73108

**PAGE** 

2

MONTH ENDING

05/31/12

## MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

7285

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

ւկչՈլինգիցների կրագահանականության հայարարարան հարդիկանության հայարարան հայարարան հայարարարան հայարարարան հայար

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

### SUMMARY OF MONETARY BATCHES

### **BATCHES**

GROSS	R&C	NET	DATE	REF
146.05	0.00	146.05	05/01	98012211028
39.65	0.00	39.65	05/03	98012441029
43.69	0.00	43.69	05/14	98013511022
19.62	0.00	19,62	05/18	98013911026
24.22	0.00	24.22	05/21	98014211023
60.00	0.00	60.00	05/23	98014441026
100.00	0.00	100.00	05/25	98014611028
92.70	0.00	92.70	05/29	98015041014

### TAX GROSS REPORTABLE SALES BY TIN

MONTH MAY

DESCRIPTION

Gross Reportable Sales - TIN # ***** 4573

TOTAL

\$525.93

### 2012 YTD GROSS REPORTABLE SALES

\$10,125.48

TAX GROSS REPORTABLE SALES: Per IRC 6050W, the total dollar amount of aggregate reportable payment card and third party network transactions for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts, or any other amounts per respective tax identification number.

LAST PAGE OF THIS STATEMENT

20120531

# Question 12

11:15 AM 07/11/12

# Navitas TN NG, LLC Reconciliation Summary 1124 · Checking - Bank2, Period Ending 06/30/2012



	Jun 30, 12	
Beginning Balance Cleared Transactions Checks and Payments - 15 items Deposits and Credits - 33 items	2,816.06 -28,267.55 27,563.82	
<b>Total Cleared Transactions</b>		
Cleared Balance	2,112.33	SMI 7.11.12
Uncleared Transactions Checks and Payments - 3 items Deposits and Credits - 1 item	-292.54 10.88	
Total Uncleared Transactions	-281.66	
Register Balance as of 06/30/2012	1,830.67	
New Transactions Checks and Payments - 3 items Deposits and Credits - 7 items	-7,440.00 8,650.52	
Total New Transactions	1,210.52	
Ending Balance	3,041.19	

# Navitas TN NG, LLC Reconciliation Detail

1124 · Checking - Bank2, Period Ending 06/30/2012

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balance	- <u></u>					2,816.06
Cleared Tran						
	nd Payments -				/	
Bill Pmt -Check	5/31/2012	1174	Navitas Utility Corp	X	-2,000.00	-2,000.00
General Journal	6/4/2012	120706		X	-38.10	-2,038.10
General Journal	6/4/2012	120706		X	ى £ 30.00- -22.10	-2,068.10
General Journal	6/4/2012	120706	Novitos Litility Com	X X	-7,000.00	-2,090.20 -9,090.20
Bill Pmt -Check	6/5/2012 6/5/2012	1175 1176	Navitas Utility Corp Katherine Creekmore	x	-176.66	-9,266.86
Check Bill Pmt -Check	6/12/2012	1178	Navitas Utility Corp	â	عرير 2,000.00 <del>ا</del>	-11,266.86
General Journal	6/13/2012	120617	Navitas Otility Corp	â	-15.00	-11,281.86
Bill Pmt -Check	6/15/2012	1179	Navitas Utility Corp	x	-1,000.00	-12,281.86
Bill Pmt -Check	6/19/2012	1180	Navitas Utility Corp	x	/	-20,281.86
General Journal	6/19/2012	120618	rariae duity corp	X	-8,000.00 P -224.00 P	-20,505.86
General Journal	6/19/2012	120618		X	-224.00 Pc ( -15.00 pc (	-20,520.86
Check	6/20/2012	Trans	State of Tennessee	X	-714.00 /	-21,234.86
Bill Pmt -Check	6/28/2012	1181	Navitas Utility Corp	X	-6,995.30	-28,230.16
Check	6/30/2012		,	X	-37.39 €	-28,267.55
Total Ched	cks and Paymen	ıts		_	-28,267.55	-28,267.55
	and Credits - 3				·	•
Payment	6/1/2012	Batch	Navitas TN NG LLC	X	69.14	69.14
Payment	6/4/2012	batch	Navitas TN NG LLC	x	35.66	104.80
Deposit	6/4/2012	541011	rando mino 220m	x	400,00	504.80
Payment	6/4/2012	Batch	Navitas TN NG LLC	X	6,592.94	7,097,74
Payment	6/5/2012	Batch	Navitas TN NG LLC	Х	43.00	7,140.74
Payment	6/5/2012	Batch	Navitas TN NG LLC	X	57.05	7,197.79
Payment	6/6/2012	Batch	Navitas TN NG LLC	X	142.36	7,340.15
Payment	6/7/2012	Batch	Navitas TN NG LLC	Χ	56.56	7,396.71
Payment	6/7/2012	Batch	Navitas TN NG LLC	Χ	579.92	7,976.63
Payment	6/8/2012	batch	Navitas TN NG LLC	X	59.68	8,036.31
Payment	6/11/2012	Batch	Navitas TN NG LLC	Х	26.13	8,062.44
Payment	6/11/2012	Batch	Navitas TN NG LLC	X	113.91	8,176.35
Payment	6/12/2012	Batch	Navitas TN NG LLC	X	27.53	8,203.88
Payment	6/12/2012	Batch	Navitas TN NG LLC	X	219.49	8,423.37
Deposit	6/12/2012			X	1,327.40	9,750.77
Payment	6/13/2012	Batch	Navitas TN NG LLC	X	272.39	10,023.16
Payment	6/14/2012	Batch	Navitas TN NG LLC	X	613.37	10,636.53
Payment	6/15/2012	Batch	Navitas TN NG LLC	X	41.05	10,677.58
Payment	6/18/2012	Batch	Navitas TN NG LLC	X X	22.26 7,328.80	10,699.84
Payment	6/18/2012	Batch Batch	Navitas TN NG LLC Navitas TN NG LLC	x	7,326.60 7.75	18,028.64 18,036.39
Payment	6/19/2012 6/19/2012	Batch	Navitas TN NG LLC	â	265.65	18,302.04
Payment Payment	6/20/2012	Batch	Navitas TN NG LLC	â	91.93	18,393.97
Payment	6/20/2012	Batch	Navitas TN NG LLC	â	826.26	19,220.23
Payment	6/21/2012	Batch	Navitas TN NG LLC	x	755.89	19,976.12
Payment	6/22/2012	Batch	Navitas TN NG LLC	X	713.56	20,689.68
Payment	6/25/2012	Batch	Navitas TN NG LLC	X	5,468.96	26,158.64
Payment	6/27/2012	Batch	Navitas TN NG LLC	X	87.63	26,246.27
General Journal	6/27/2012	1207		X	125.00	26,371.27
Payment	6/27/2012	Batch	Navitas TN NG LLC	X	237.45	26,608.72
Payment	6/28/2012	Batch	Navitas TN NG LLC	Χ	313.16	26,921.88
Payment	6/29/2012	Batch	Navitas TN NG LLC	X	86.00	27,007.88
Payment	6/29/2012	Batch	Navitas TN NG LLC	X _	555.94	27,563.82
Total Depo	osits and Credits	i		_	27,563.82	27,563.82
Total Cleared	Transactions			_	-703.73	-703.73
Cleared Balance					-703.73	2,112.33
Uncleared Tr						
	nd Payments - 3		01 - 1 - 11-1		20.50	404.55
Check	4/11/2012	1163	Charles Hale		-164.56	-164.56
Check	5/22/2012	1172	Carolyn Perry		-46.07	-210.63
Check	6/12/2012	1177	Damon Powers	_	-81.91	-292.54
Total Ched	cks and Paymen	its			-292.54	-292.54

11:15 AM 07/11/12

### Navitas TN NG, LLC Reconciliation Detail

## 1124 · Checking - Bank2, Period Ending 06/30/2012

Туре	Date	Num	Name	Cir	Amount	Balance
Deposits	and Credits - 1	item				
Payment	6/29/2012	Batch	Navitas TN NG LLC		10.88	10.88
Total Dep	osits and Credits	;			10.88	10.88
Total Unclea	red Transactions			_	-281.66	-281.66
Register Balance a	as of 06/30/2012				-985.39	1,830.67
New Transa		) itama				
Bill Pmt -Check	and Payments - 3 7/3/2012	1182	Navitas Utility Corp		-7,000.00	-7,000.00
Bill Pmt -Check	7/10/2012	1183	Tennessee Secreta		-300.00	-7,300.00
Bill Pmt -Check	7/10/2012	1184	State of Tennessee		-140.00	-7,440.00
Total Che	ecks and Paymen	ts		_	-7,440.00	-7,440.00
Deposits	and Credits - 7	items				
Payment	7/2/2012	Batch	Navitas TN NG LLC		5,810.43	5,810.43
Payment	7/3/2012	Batch	Navitas TN NG LLC		89.96	5,900.39
Deposit	7/5/2012				16.97	5,917.36
Deposit	7/5/2012				28.78	5,946.14
Deposit	7/5/2012				238.45	6,184.59
Payment	7/9/2012	Batch	Navitas TN NG LLC		776.84	6,961.43
Deposit	7/12/2012			_	1,689.09	8,650.52
Total Dep	oosits and Credits	i		٠. ـ	8,650.52	8,650.52
Total New T	ransactions			_	1,210.52	1,210.52
Ending Balance				_	225.13	3,041.19



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447

**NAVITAS TN NG LLC 3186 AIRWAY AVE** UNIT D COSTA MESA, CA 92626 Page Number **Account Number:** Date

1 of 6 14009185 06/30/12

**Enclosures** 

30

### 1400-918-5

### **Commercial Checking2**

### **Summary of Activity Since Your Last Statement**

Balance Forward From 06/01/2012	2,816.06\/_/Images Enclosed	30
32 Deposits/Credits	27,563.82 ₩ / Minimum Balance	885.20
15 Withdrawals/Debits	28,267.55 √/ Average Balance	3,403.86
Ending Balance As Of 06/30/2012	2,112.33 √ Average Available Balance	870.83

### DEPOSITS -AMOUNT DESCRIPTION DATE

DATE	AMOUNT DESCRIPTION	DATE	AMOUNT DESCRIPTION
06/01/2012	69.14√ Regular Deposit	06/15/2012	41.05√ Regular Deposit
06/05/2012	6,992.94√Regular Deposit <i>ч00 +</i>	6592.94 06/18/2012	7,328.80VRegular Deposit
06/05/2012	43.00√Regular Deposit	06/19/2012	265.65 Regular Deposit
06/06/2012	142.36√Regular Deposit	06/20/2012	826.26√Regular Deposit
06/07/2012	579.92√Regular Deposit	06/21/2012	755.89√Regular Deposit
06/11/2012	59.68√Regular Deposit	06/22/2012	713.56√Regular Deposit
06/11/2012	26.13√Regular Deposit	06/25/2012	5,468.96√Regular Deposit
06/12/2012	27.53√Regular Deposit	06/27/2012	237.45√Regular Deposit
06/13/2012	272.39 Regular Deposit	06/28/2012	313.16 ∕Regular Deposit
06/14/2012	613.37√Regular Deposit	06/29/2012	555.94√Regular Deposit

### -OTHER CREDITS -

DATE	AMOUNT /	DESCRIPTION
06/04/2012	35.66∜√	Ach deposit
	p.	BANKCARD MTOT DEP
06/05/2012	49.05v	Ach deposit BANKCARD MTOT DEP Ach deposit
	5 1.05	BANKCARD MTOT DEP
06/06/2012	8.00 <i>V</i>	Ach deposit
	/	BANKCARD MTOT DEP Ach deposit
06/07/2012	56.56∨	Ach deposit
	/	BANKCARD MTOT DEP EFT/ACH Credit
06/11/2012	1,327.40∨	EFI/ACH Credit
	- 113.91V	CBSM BILL
06/11/2012	- 113.91 V	Ach deposit
	200.00/	BANKCARD MTOT DEP Ach deposit
06/12/2012	, 219.49 ∀	Ach deposit
	20.00.	BANKCARD MIOI DEP
06/18/2012	22.26V	BANKCARD MTOT DEP
00/40/0040	7.751	BANKCARD MTOT DEP Ach deposit
06/19/2012 -	7.757	Acn deposit





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**NAVITAS TN NG LLC 3186 AIRWAY AVE** UNIT D COSTA MESA, CA 92626 **Page Number Account Number:** 

2 of 6 14009185 06/30/12

**Enclosures** 

Date

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DATE	AMOUNT	DESCRIPTION			
	/ /	BANKCARD MTOT DEP			
06/20/2012	91.93√	Ach deposit			
	. /	BANKCARD MTOT DEP			
06/27/2012	212.630	Ach deposit			
00/00/0040	86.00 🕯	BANKCARD MTOT DEP			,
06/29/2012	86,00 W	Ach deposit BANKCARD MTOT DEP			
		CHEC	ks ———		
DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
06/01/2012	1174	2,000.00 🇸	06/18/2012	1179	1,000.00
06/06/2012	1175	7,000.00√/	06/20/2012	1180	1,000.00; 8,000.00;
06/19/2012	1176	176.66 ^V /	06/29/2012	1181	6,995.30 t
06/13/2012	1178 *	2 000 001/			
00/10/2012	1170	2,000.001			
00/10/2012	1170	2,000.007	* - denote	es missing check num	ber in sequence
00/10/2012	1170	OTHER D		es missing check num	ber in sequence
DATE	AMOUNT			es missing check num	ber in sequence
		OTHER D		es missing check num	ber in sequence
DATE 06/04/2012	AMOUNT 22.10√	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC		es missing check num	ber in sequence
DATE	AMOUNT	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit	EBITS	es missing check num	ber in sequence
DATE 06/04/2012 06/11/2012	AMOUNT 22.10√ 38.10√	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @	EBITS	es missing check num	ber in sequence
DATE 06/04/2012	AMOUNT 22.10√	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @ Miscellaneous Debit	<b>SO.15 /MTS</b>	es missing check num	ber in sequence
DATE 06/04/2012 06/11/2012 06/11/2012	AMOUNT 22.10√ 38.10√ 30.00√	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @ Miscellaneous Debit MAY ACH BATCH FEE 1	<b>SO.15 /MTS</b>	es missing check num	ber in sequence
DATE 06/04/2012 06/11/2012	AMOUNT 22.10√ 38.10√	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @ Miscellaneous Debit MAY ACH BATCH FEE 1 Miscellaneous Debit	\$0.15 /MTS @ \$30.00/MTS	es missing check num	ber in sequence
DATE 06/04/2012 06/11/2012 06/11/2012 06/13/2012	AMOUNT 22.10 38.10 30.00 15.00 224.00 15.00	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @ Miscellaneous Debit MAY ACH BATCH FEE 1 Miscellaneous Debit	\$0.15 /MTS @ \$30.00/MTS	es missing check num	ber in sequence
DATE 06/04/2012 06/11/2012 06/11/2012 06/13/2012 06/19/2012	AMOUNT 22.10√ 38.10√ 30.00√ 15.00√ 224.00√	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @ Miscellaneous Debit MAY ACH BATCH FEE 1 Miscellaneous Debit Deposited Item Charge Bat Miscellaneous Debit Ach withdrawal	\$0.15 /MTS @ \$30.00/MTS ack	es missing check num	ber in sequence
DATE 06/04/2012 06/11/2012 06/11/2012 06/13/2012 06/19/2012 06/19/2012	AMOUNT 22.10 38.10 30.00 15.00 224.00 15.00	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @ Miscellaneous Debit MAY ACH BATCH FEE 1 Miscellaneous Debit Deposited Item Charge Bat Miscellaneous Debit	\$0.15 /MTS @ \$30.00/MTS ack	es missing check num	ber in sequence
DATE 06/04/2012 06/11/2012 06/11/2012 06/13/2012 06/19/2012 06/19/2012	AMOUNT 22.10 38.10 30.00 15.00 224.00 15.00	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @ Miscellaneous Debit MAY ACH BATCH FEE 1 Miscellaneous Debit Deposited Item Charge Bat Miscellaneous Debit Ach withdrawal	\$0.15 /MTS @ \$30.00/MTS ack LES TAX	es missing check num	ber in sequence
DATE 06/04/2012 06/11/2012 06/11/2012 06/13/2012 06/19/2012 06/19/2012	AMOUNT 22.10 38.10 30.00 15.00 224.00 15.00	DESCRIPTION Ach withdrawal BANKCARD MTOT DISC Miscellaneous Debit MAY RDC 254 ITEMS @ Miscellaneous Debit MAY ACH BATCH FEE 1 Miscellaneous Debit Deposited Item Charge Batter Miscellaneous Debit Ach withdrawal TENN DEPT OF REV SAL	\$0.15 /MTS @ \$30.00/MTS ack LES TAX	es missing check num	ber in sequence

- SERVICE CHARGE ANALYSIS -

0.15000 EACH

0.10000 EACH

1.35 28.60

7.50

-0.06



Checks Paid

Fed Items Deposited

Maintenance Fee INVESTMENT CREDIT

9

286



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NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number: Date

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**Enclosures** 

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447

·		- DAILY BALANG	CE INFORMATION	\ <del></del>	
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/31/2012	2,816,06	06/12/2012	3,476.63	06/21/2012	2,271.32
06/01/2012	885.20	06/13/2012	1,734.02	06/22/2012	2,270.88
06/04/2012	898.76	06/14/2012	2,347.39	06/25/2012	7,739.84
06/05/2012	7.983.75	06/15/2012	2,388.44	06/27/2012	8,189.92
06/06/2012	1,134,11	06/18/2012	8,739.50	06/28/2012	8,503.08
06/07/2012	1,770.59	06/19/2012	8,597.24	06/29/2012	2,112.33
06/11/2012	3,229.61	06/20/2012	1,515.43		

-IN ACCORDANCE WITH FEDERAL REGULATION WE HAVE REDUCED THE TIME WE MAY HOLD ITEMS DEPOSITED TO YOUR ACCOUNT. FUNDS FROM CASH AND CHECKS DEPOSITED WILL STILL NORMALLY BE AVAILABLE TO YOU ON THE NEXT BUSINESS DAY FOLLOWING THE DAY WE RECEIVE YOUR DEPOSIT. ANY DELAY IN AVAILABILITY OF YOUR FUNDS WILL GENERALLY BE TWO BUSINESS DAYS. UNDER CERTAIN CIRCUMSTANCES WE MAY DELAY FUNDS AVAILABILITY UP TO SEVEN BUSINESS DAYS. IF WE DECIDE TO DELAY YOUR FUNDS AVAILABILITY WE WILL NOTIFY YOU AT THE TIME OF YOUR DEPOSIT OR AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF OUR FUNDS AVAILABILITY POLICY PLEASE CONTACT US AT (405)946-2265.





Return Service Requested

Page Account:

4 of 6 14009185

**Date** 

06/30/12

Deposit Deposit 1:103012986:0014009185 #11 /0000005968/ 1:10301296600014009185 #11 /0000006914/ 06/11/2012 \$59.68 06/01/2012 \$69.14 Deposit Deposit < 103012966:0014009185</p> *11 /0000004380/ 111030329660034009385 #\$\$ 7000000 27537 \$27.53 06/12/2012 06/05/2012 \$43.00 Deposit Deposit :: 103012966::0014009185 #11 /0000B99294/ C103012986C0014009185 P&& 200000 272392 06/05/2012 06/13/2012 \$272.39 \$6,992.94 Deposit Deposit 110 301 2966400 14009 185 #11 /00000081337/ P11 /0000014236/ 1110301296640014009185 06/06/2012 \$142.36 06/14/2012 \$613.37 NAVITAS TH NG 0014009185 41:05 e. 6/15/12 8:00 PM UTC 20004 Deposil Deposit # 64 Z0000057992Z # 103012966#0014009185 #11 /0000004105/ 1210 301 2966 (00 14009 185 06/15/2012 \$41.05 06/07/2012 \$579.92 Deposit Deposit

06/11/2012 \$26.13

1110101298610014009185

#11 /0000000 28 13/

06/18/2012 \$7,328.80

#103012966#0014009185

P11 /0000732880/



Return Service Requested

Page Account: 5 of 6 14009185 06/30/12

447

Date

*001174* *103012966* 0014009185*

06/01/2012 1174 \$2,000.00

9 06/

NAVITAS THING 0014009185 Deposit Deposit < 10301296640014009385</p> 284 PDD- 4 DDD: 8 8 PS 4 OE D4 3: *11 /0000031316/ 06/19/2012 \$265.65 06/28/2012 \$313.16 Deposit # 103012966#0014009185 #11 /00000B 26 26/ : 1030 12986::001:009185 #11 /0000055594/ 06/20/2012 \$826.26 06/29/2012 \$555.94 Charge Back Fee DDA 06/13/2012 NAVITAS TN NG LLC Acct #: 14009185 Deposit Amount of fee: \$15.00 Debit 010 30 1 2986 000 1400 9 18 5 *11 /0000075589/ 06/21/2012 \$755.89 06/13/2012 \$15.00 **Charge Back Fee** 06/19/2012 MAVITAS TN NG LLC Acct #: 14009185 Deposit Amount of fee: \$15.00 **Debit** 10301296600014009185 #11 /0000D71358/ 06/22/2012 \$713.56 06/19/2012 \$15.00 **Charge Back of Deposited Item** 06/19/2012 NAVITAS TN NG LLC Acct #: 14009185 Deposit Chargeback Amount: \$224.00 Debit 1: 10301296800014009185 #11 /0000546896/ 06/25/2012 \$5,468.96 06/19/2012 \$224.00 1174 \$ -2,000.00 Deposit Navites Utility Corporation 3166-D Airway Ave Costa Mess. CA 92626

£10301296600014009185

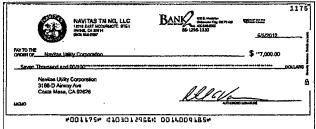
\$237.45

06/27/2012

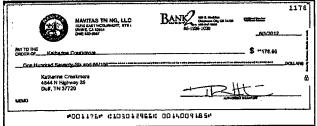
F11 /0000023745/



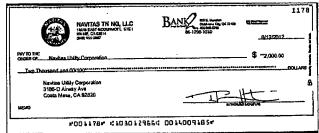
naturn Service Requested



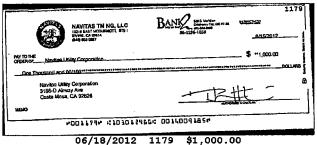
06/06/2012 1175 \$7,000.00

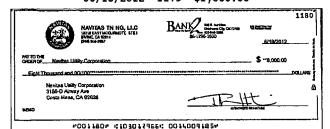


06/19/2012 1176 \$176.66

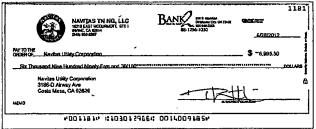


06/13/2012 1178 \$2,000.00





06/20/2012 1180 \$8,000.00



06/29/2012 1181 \$6,995.30



PAGE

1

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

MONTH ENDING 06/30/12 2 PAGES IN THIS STATEMENT

# MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

7205

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

001

CC01

5123

0001

07

20120630

Page 1 of 2

DDA/SAV/GL NR 0014009185

CCO

8978

0080

7205

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

OTAL CHARGE TO '	TUUK AU	COOMI T2					34.	. 47
			SUMMARY	OF CARD	DEPOSITS			
CARD TYPE		SALES			RETURNS			NET
MASTERCARD	6	JALLU	196.31		0	0.00		196
VISA	ĭ		8.00		Ō	0.00		8
VS OFLN DB	8		709.81		0	0.00		709
TOTAL	15		914.12		0	0.00		914
				Y OF CA	ARD FEES			
ASTERCARD								
DISC 1								
MQUAL DISC			196.31		0.02750		5.40	
AUTHS & AVS								
POS-LOC				AT	0.1175		2.12	
POS-WATS			1	AT	0.1575		0.16	_
TOTAL								7
<b>ISA</b>								
DISC 1								
NQUAL DISC			8.00		0.03500		0.28	
AUTHS & AVS			<u>.</u>		4 2175			
POS-LOC	_		1	AT	0.1175		0.12	
NETWORK PART CP FE	E						2,.00	;
TOTAL								•
S OFLN DB								
DISC 1			709.81		0.02750		19.52	
MQUAL DISC			707.81		0.02750		17.32	
AUTHS & AVS			10	AT	0.1175		1.41	
POS-LOC			1	AT	0.1575		0.16	
POS-WATS TRAN INTEGRITY FEE	1			AT	0.10000		0.80	
TOTAL				A.	5.2000		0.00	21
OTAL CARD FEES								31
			SUMMARY OF	MISCEL	LANEOUS FEES			
	-		JUNIAR T OF	HIJOEL	LANEOUS ILES			
OTAL CARD FEES	•							31
DNTHLY ACCT FEE								) )
RS REPORTING FEE	,	•						
								34

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

**PAGE** 

2

MONTH ENDING

06/30/12

## MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

7205

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

Ոլույլիիի իրանարանին արկինութին արևարանին արևաներ հե

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE, STE 1500 NASHVILLE TN 37203-1744

SUMMARY	0F	MONETARY	BATCHES

## **BATCHES**

GROSS	R&C	NET	DATE	REF
35.66	0.00	35.66	06/01	98015311035
49.05	0.00	49.05	06/04	98015611022
8.00	0.00	8.00	06/05	98015741029
56.56	0.00	56.56	06/06	98015811028
113.91	0.00	113.91	06/08	98016011027
219.49	0.00	219.49	06/11	98016311023
22.26	0.00	22.26	06/15	98016711030
7.75	0.00	. 7.75	06/18	980170110 <i>7</i>
91.93	0.00	91.93	06/19	9801711102
87.63	0.00	87.63	06/26	98017811020
125.00	0.00	125.00	06/26	98017841031
86.00	0.00	86.00	06/28	98018011021
10.88	0.00	10.88	06/29	98018141029

# TAX GROSS REPORTABLE SALES BY TIN

MONTH JUN

**DESCRIPTION** 

Gross Reportable Sales - TIN # ***** 4573

TOTAL

\$914.12

## 2012 YTD GROSS REPORTABLE SALES

\$11,039.60

TAX GROSS REPORTABLE SALES: Per IRC 6050W, the total dollar amount of aggregate reportable payment card and third party network transactions for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts, or any other amounts per respective tax identification number.

LAST PAGE OF THIS STATEMENT

# Question 12

10:22 AM 08/09/12

# Navitas TN NG, LLC Reconciliation Summary 1124 · Checking - Bank2, Period Ending 07/31/2012

	Jul 31, 12	
Beginning Balance Cleared Transactions	2,112.33	
Checks and Payments - 15 items Deposits and Credits - 27 items	-157,803.91 157,870.22	
Total Cleared Transactions	66.31	
Cleared Balance	2,178.64 W SKIT	2.9.12
Uncleared Transactions Checks and Payments - 3 items	-1,199.48	
Total Uncleared Transactions	-1,199.48	
Register Balance as of 07/31/2012	979.16	
New Transactions Deposits and Credits - 10 items	2,173.36	
Total New Transactions	2,173.36	
Ending Balance	3,152.52	×

# Navitas TN NG, LLC Reconciliation Detail

# 1124 · Checking - Bank2, Period Ending 07/31/2012

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balance						2,112.33
Cleared Trans						
	d Payments - 1		D D	V	04.04	04.04
Check	6/12/2012	1177	Damon Powers	X	-81.91 7.000.00	-81.91 -7,081,91
Bill Pmt -Check General Journal	7/3/2012 7/5/2012	1182 1208	Navitas Utility Corp	X	-7,000.00 -45.15	-7,061.91 -7,127.06
General Journal	7/5/2012	1208		â	-34.47	-7,161.53
General Journal	7/5/2012	1208		x	-30.00	-7,191.53
General Journal	7/6/2012	1208		x	-29.00	-7,220.53
Bill Pmt -Check	7/10/2012	1183	Tennessee Secreta	X	-300.00	-7,520.53
Bill Pmt -Check	7/10/2012	1184	State of Tennessee	X	-140.00	-7,660.53
Bill Pmt -Check	7/16/2012	1185	Navitas Utility Corp	Х	-3,147.26	-10,807.79
Check	7/20/2012	Trans	State of Tennessee	Х	-305.00	-11,112.79
Bill Pmt -Check	7/23/2012	1186	Navitas Utility Corp	X	-15,000.00	-26,112.79
Bill Pmt -Check	7/24/2012	1188	Navitas Utility Corp	X	-100,000.00	-126,112.79
Bill Pmt -Check	7/24/2012	1187	Fort Cobb Fuel Aut	Х	-31,527.72	-157,640.51
General Journal	7/26/2012	120809		X	-125.00	-157,765.51
Check	7/31/2012			× -	-38.40	-157,803.91
	ks and Payment				-157,803.91	-157,803.91
Deposits a Payment	nd Credits - 27 6/29/2012	Batch	Navitas TN NG LLC	X	10.88	10.88
Payment	7/2/2012	Batch	Navitas TN NG LLC	â	5,810.43	5,821.31
Payment	7/3/2012	Daton	Navitas TN NG LLC	â	28.94	5,850.25
Payment	7/3/2012	Batch	Navitas TN NG LLC	x	61.02	5,911.27
Deposit	7/5/2012			X	16.97	5,928.24
Deposit	7/5/2012			x	28.78	5,957.02
Deposit	7/5/2012			Χ	238.45	6,195.47
Payment	7/9/2012	Batch	Navitas TN NG LLC	Х	776.84	6,972.31
Payment	7/11/2012	Batch	Navitas TN NG LLC	Χ	14.60	6,986.91
Payment	7/11/2012	Batch	Navitas TN NG LLC	X	65.00	7,051.91
Payment	7/12/2012	Batch	Navitas TN NG LLC	X	405.99	7,457.90
Deposit	7/12/2012	0.4.4	N- 2- THING I I O	X	1,689.09	9,146.99
Payment	7/13/2012	Batch	Navitas TN NG LLC	X	797.19	9,944.18
Payment	7/16/2012	Batch	Navitas TN NG LLC	X X	154.31	10,098.49
Payment .	7/16/2012 7/18/2012	Batch Batch	Navitas TN NG LLC Navitas TN NG LLC	x	2,961.54 20.00	13,060.03 13,080.03
Payment Payment	7/19/2012	Batch	Navitas TN NG LLC	â	244.74	13,324.77
Payment	7/20/2012	Batch	Navitas TN NG LLC	â	1,254.77	14,579.54
Payment	7/23/2012	Batch	Navitas TN NG LLC	X	10,428.25	25,007.79
Payment	7/24/2012	Batch	Navitas TN NG LLC	X	266.00	25,273.79
General Journal	7/24/2012	998		Х	131,527.72	156,801.51
Payment	7/26/2012	Batch	Navitas TN NG LLC	X	160.06	156,961.57
Payment	7/27/2012	Batch	Navitas TN NG LLC	X	23.18	156,984.75
Payment	7/27/2012	Batch	Navitas TN NG LLC	X	131.40	157,116.15
Payment	7/30/2012	Batch	Navitas TN NG LLC	X	391.78	157,507.93
Payment	7/31/2012	Batch	Navitas TN NG LLC	X	29.30	157,537.23
Payment Tatal Dans	7/31/2012	Batch	Navitas TN NG LLC	Х -	332.99	157,870.22
	sits and Credits			-	157,870.22	157,870.22
Total Cleared	Transactions			_	66.31	66.31
Cleared Balance					66.31	2,178.64
Uncleared Tra	ansactions d Payments - 3	itame				
Check	4/11/2012	1163	Charles Hale		-164.56	-164.56
Check	5/22/2012	1172	Carolyn Perry		-46.07	-210.63
Check	7/31/2012	1189	Navitas Utility Corp		-988.85	-1,199.48
_	ks and Payment		, , , , , , , , , , , , , , , , , , , ,	-	-1,199.48	-1,199.48
Total Uncleare	ed Transactions			-	-1,199.48	-1,199.48
Register Balance as				-	-1,133.17	979.16
New Transact					-1,100.11	373.10
	nd Credits - 10 8/2/2012	items Batch	Navitas TN NG LLC		8.00	8.00

10;22 AM 08/09/12

# Navitas TN NG, LLC

Reconciliation Detail
1124 · Checking - Bank2, Period Ending 07/31/2012

Туре	Date	Num	Name	Clr	Amount	Balance
Payment	8/2/2012	Batch	Navitas TN NG LLC		14.00	22.00
Payment	8/2/2012	Batch	Navitas TN NG LLC		179.85	201.85
Payment	8/3/2012	Batch	Navitas TN NG LLC		49.52	251.37
Payment	8/6/2012	Batch	Navitas TN NG LLC		15.66	267.03
Payment	8/6/2012	Batch	Navitas TN NG LLC		160.61	427.64
Payment	8/7/2012	Batch	Navitas TN NG LLC		8.00	435.64
Payment	8/7/2012	Batch	Navitas TN NG LLC		60.03	495.67
Payment	8/8/2012	Batch	Navitas TN NG LLC		124.96	620.63
Deposit	8/10/2012				1,552.73	2,173.36
Total D	eposits and Credits			-	2,173.36	2,173.36
Total New	Transactions			-	2,173.36	2,173.36
Ending Balance	•			_	1,040.19	3,152.52



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NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D COSTA MESA, CA 92626 Page Number Account Number:

Date

1 of 5 14009185 07/31/12

**Enclosures** 

24

# 1400-918-5

# Commercial Checking2

Summary of Activity Since	Your Last Statement	/	
Balance Forward From 07/01/2	2012                 2,112.33√	/ Images Enclosed	24
26 Deposits/Credits	157,870.22 4	Minimum Balance	1,169.18
15 Withdrawals/Debits	157,803.91 ½	Average Balance	3,359.55
Ending Balance As Of 07/31/3		Average Available Balance	-19,533.78

		— DEPOSITS	
DATE	AMOUNT DESCRIPTION	DATE	AMOUNT DESCRIPTION
07/05/2012	238.45∀Regular Deposit	07/23/2012	10,428.25√Regular Deposit
07/09/2012	776.84 Regular Deposit	07/23/2012	1,254.77√Regular Deposit
07/11/2012	65.00√Regular Deposit	07/24/2012	266.00 Regular Deposit
07/12/2012	405.99√Regular Deposit	07/25/2012	131,527.72√Regular Deposit
07/13/2012	797.19√Regular Deposit	07/26/2012	160.06 √Regular Deposit
07/16/2012	2,961.54√Regular Deposit	07/27/2012	131.40 Regular Deposit
07/18/2012	20.00√Regular Deposit	07/30/2012	391.78 Regular Deposit
07/19/2012	244 74) Regular Deposit	07/31/2012	332 99\/Regular Deposit

# DATE AMOUNT / DESCRIPTION

DATE	AMOUNT /	DESCRIPTION
07/02/2012	10.88\	Ach deposit
	/	BANKCARD MTOT DEP
07/03/2012	61.02 ∨	Ach deposit
	,	BANKCARD MTOT DEP Ach deposit 29.00 + 19.7%
07/05/2012	57.72 √	Ach deposit 24.00 + 49.7%
	/	BANKCARD MTOT DEP
07/06/2012	5,810.43√	Miscellaneous Credit
	/	transfer from 14005546 per Tom Hartline
07/06/2012	16.97√	transfer from 14005546 per Tom Hartline Ach deposit
	,	BANKCARD MTOT DEP
07/11/2012	_ 1,689.09√	BANKCARD MTOT DEP EFT/ACH Credit
•		
07/11/2012	14.60 √	CBSW BILL. Ach deposit
	. /	BANKCARD MTOT DEP
07/16/2012	154.31V	BANKCARD MTOT DEP Ach deposit
	/	BANKCARD MTOT DEP
07/27/2012	23.18√	BANKCARD MTOT DEP Ach deposit
	./	BANKCARD MTOT DEP Ach deposit
07/31/2012	29.30 ^V	Ach deposit





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**NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D** COSTA MESA, CA 92626 Page Number **Account Number:** Date

2 of 5 14009185 07/31/12

**Enclosures** 

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9

DATE	AMOUNT	DESCRIPTION			
		BANKCARD MTOT DEP			
		CHECK	(S		·
DATE	CHECK NO	AMOUNT /	DATE	CHECK NO	AMOUNT
07/16/2012	1177	81.91√,	07/24/2012	1186	15,000.00
07/17/2012	1183 *	300.00√,	07/25/2012		31,527.72
07/13/2012	1184	140.00√/	07/25/2012	1188	100,000.00
07/17/2012	1185	3,147.26√			
			* - deno	tes missing check n	umber in sequence
	····	OTHER DE	EBITS		· · · · · · · · · · · · · · · · · · ·
DATE	AMOUNT	DESCRIPTION			
07/02/2012	34.47\/	Ach withdrawal			
0770272012	· · · · · · · · · · · · · · · · · · ·	BANKCARD MTOT DISC			
07/05/2012	45.15 V	Miscellaneous Debit			
	/	JUNE RDC 301 ITEMS @	\$0.15		
07/05/2012	30.00√	Miscellaneous Debit			
		/ JUNE ACH BATCH 1 @ \$3			
07/06/2012	7,000.00 √	, Force Over Balance Chec	k#1182		
07/24/2012	305.00√	Ach withdrawal			
	/	TENN DEPT OF REV SALI	ES TAX		
07/26/2012	125.00∨	Miscellaneous Debit			
		Transfer to LeAnn #7964 p	er Thomas		
		SERVICE CH	IARGES		
DATE	AMOUNT .	DESCRIPTION			
07/31/2012	38.40	Net Service Charge			
0113112012	30.40 (	rice octioe onlinge			
<del></del>		SERVICE CHARG	E ANALYSI	S ————	
Checks F	Paid			0.15000 EACH	1.50
Fed Item	s Deposited		@	0.10000 EACH	29.40
Maintena	ance Fee				7.50
•	•	FEES CHA	ARCED _	·	
			71,7000		

29.00√

07/06/2012

NSF Check Charge

Item: \$7,000.00 Check: 1182 \$29.00 was for paying items

TOTAL FEES FOR THIS PERIOD





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Return Service Requested

**NAVITAS TN NG LLC 3186 AIRWAY AVE UNIT D** COSTA MESA, CA 92626 **Page Number Account Number:** 

3 of 5 14009185

**Date** 

07/31/12

**Enclosures** 

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9

		- DAILY BALANG	CE INFORMATION		
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/30/2012	2,112.33	07/12/2012	4,120.70	07/24/2012	1,273.33
07/02/2012	2,088.74	07/13/2012	4,777.89	07/25/2012	1,273.33
07/03/2012	2,149.76	07/16/2012	7,811.83	07/26/2012	1,308.39
07/05/2012	2,370.78	07/17/2012	4,364.57	07/27/2012	1,462.97
07/06/2012	1,169.18	07/18/2012	4,384.57	07/30/2012	1,854.75
07/09/2012	1,946.02	07/19/2012	4,629.31	07/31/2012	2,178.64
07/11/2012	3,714.71	07/23/2012	16,312.33		•

# SUMMARY OF FEES FOR PAYING AND RETURNING ITEMS

			Refunded Fees For	
Reporting Period	Total Overdraft Fees	Total Returned Item Fees	Total Overdraft Fees	Total Returned Item Fees
TOTAL THIS CYCLE	29.00			
TOTAL YEAR TO DATE	29.00	·		

-IN ACCORDANCE WITH FEDERAL REGULATION WE HAVE REDUCED THE TIME WE MAY HOLD ITEMS DEPOSITED TO YOUR ACCOUNT. FUNDS FROM CASH AND CHECKS DEPOSITED WILL STILL NORMALLY BE AVAILABLE TO YOU ON THE NEXT BUSINESS DAY FOLLOWING THE DAY WE RECEIVE YOUR DEPOSIT. ANY DELAY IN AVAILABILITY OF YOUR FUNDS WILL GENERALLY BE TWO BUSINESS DAYS. UNDER CERTAIN CIRCUMSTANCES WE MAY DELAY FUNDS AVAILABILITY UP TO SEVEN BUSINESS DAYS. IF WE DECIDE TO DELAY YOUR FUNDS AVAILABILITY WE WILL NOTIFY YOU AT THE TIME OF YOUR DEPOSIT OR AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF **OUR FUNDS AVAILABILITY POLICY PLEASE CONTACT US AT (405)946-2265.** 



urn Service Requested

Page Account:

4 of 5 14009185

Date

07/31/12

DAVITAS FORMS
OTHERCOMS
232-45
7-2-2-2-2-7 PREUTS
238-4 Deposit Deposit C 4030 429000000 44009 485 W11 V0000000 20005 0301010388800034009385 # \$ \$ 2000000 238452 07/05/2012 \$238.45 07/18/2012 \$20.00

Account terms. ITANTAS THING Account Hinted Unitarious's Trip to Creosis OverTime 78/10 7 47 Pla UTC Design to Desig Deposit #11 200000276842 01010129560014009185 07/09/2012 \$776.84

Deposit € 10 10 1 2966 €00 1 4009 18 5 PER 200000244742 07/19/2012 \$244.74

Deposit 0.10301296600014009165 # 11 Z0000006500Z 07/11/2012 \$65.00

HAUSTAN THING STROUGHA 1254 // PC 7/27/15 1 25 PM LIFE 247/81 Deposit 010101296600014009185 #33 200003254772 07/23/2012 \$1,254.77

Deposit 0.10303.29650034009385 #33 Z00000040599Z

\$405.99

07/12/2012

Deposit 0.10301296800014009185 #11 Z00010428252 07/23/2012 \$10,428.25

Deposit MAI 200000797497 010101246600014009185 07/13/2012 \$797.19

Account lights. ILAVITAZ TH I KG
Account Humber UN14000195
Depose Renount 204.00
Depose Date-Time 104100-42 PM UTC
Desosa ID 24877 Deposit 10 10 1246600014009185 07/24/2012 \$266.00

Deposit 10301296640014009165 #11 70000 296154A

Deposit 010101228600014009185 #11 /0013152???/ 07/25/2012 \$131,527.72

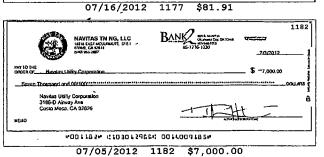
07/16/2012 \$2,961.54

Page



Return Service Requested







07/25/2012 1187 \$31,527.72

1188

PAGE

1

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

MONTH ENDING 07/31/12 2 PAGES IN THIS STATEMENT

# MERCHANT STATEMENT SUMMARY OF BANKCARD DEPOSITS

07

7165

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

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ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

TOTAL CHARGE TO YO	UR ACC	OUNT IS					18	. 04
			SUMMARY	OF CARI	D DEPOSITS			
CARD TYPE		SALES			RETURNS			NET
MASTERCARD	7		253.75		0	0.00		253.7
VISA	1		8.00		0	0.00		8.0
VS OFLN DB	5		103.35		0	0.00		103.3
TOTAL	13		365.10		0	0.00		365.1
, , , , , , , , , , , , , , , , , , , ,			SUMMAR	Y OF C	ARD FEES			
ASTERCARD								
DISC 1			257 35		0 00750		6.98	
MQUAL DISC			253.75		0.02750		0.70	
AUTHS & AVS				AT	0.1175		2.00	
POS-LOC			17	AI	0.1175		2.00	8.9
TOTAL								•,,,
ISA								
DISC 1			8.00		0.03500		0.28	
NQUAL DISC		*	8.00		0,03500		0.20	
AUTHS & AVS			1	AT	0.1175		0.12	
POS-LOC			_	A 1	0.1175		2.00	
NETWORK PART CP FEE							2.00	2.4
TOTAL								
S OFLN DB				-				
DISC 1			103.35		0.02750		2.84	
HQUAL DISC			103.39		0.02750		2,0,	
AUTHS & AVS			7	AT	0.1175		0.82	
POS-LOC			Ś		0.10000		0.50	
TRAN INTEGRITY FEE			9	M I	0.1000		0.50	4.1
TOTAL								15.5
TOTAL CARD FEES						·		
, , , , , , , , , , , , , , , , , , , ,			SUMMARY OF	MISCEL	LANEOUS FEES			
OTAL CARD FEES								15.5
ONTHLY ACCT FEE								1.5
IONINLY ACCI FEE	. 1							1.0
.KS REPURITING FEE								
TOTAL CHARGES		_						18.0

BANK2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108

PAGE

2

MONTH ENDING

07/31/12

# **MERCHANT STATEMENT** SUMMARY OF BANKCARD DEPOSITS

07

7165

8978 0080 1000 01

MERCHANT NUMBER 5453 8200 8100877

DDA/SAV/GL NR 0014009185

ROSS MODGLIN NAVITAS TN NG LLC 3186 AIRWAY AVE,UNIT D COSTA MESA CA 92626-4650

NAVITAS TN NG LLC 2525 WEST END AVE,STE 1500 NASHVILLE TN 37203-1744

# SUMMARY OF MONETARY BATCHES

## **BATCHES**

GROSS	R&C	NET	DATE	REF
61.02	0.00	61.02	07/02	98018411026
28.78	0.00	28.78	07/03	98018511024
28.94	0.00	28.94	07/03	98018541034
16.97	0.00	16.97	07/05	98018741018
14.60	0.00	14.60	07/10	98019211028
154.31	0.00	154.31	07/13	98019511024
23.18	0.00	23.1 <b>8</b>	07/26	98020811023
29.30	0.00	29.30	07/30	98021211026
8.00	0.00	8.00	07/31	98021311020

# TAX GROSS REPORTABLE SALES BY TIN

MONTH

DESCRIPTION

JUL

Gross Reportable Sales - TIN # ***** 4573

**TOTAL** 

\$365.10

# 2012 YTD GROSS REPORTABLE SALES

\$11,404.70

TAX GROSS REPORTABLE SALES: Per IRC 6050W, the total dollar amount of aggregate reportable payment card and third party network transactions for each participating payee, without regard to any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts, or any other amounts per respective tax identification number.

# **BACKUP WITHHOLDING**

**MONTH** JUL

**ENTITY** 

**AMOUNT WITHHELD** 

**FED** 

\$0.00

YTD

FED

\$0.00

LAST PAGE OF THIS STATEMENT

5123

07

# Question 16

# PROMISSORY NOTE (NOTE #1)

\$5,000,000.00

Effective December 9, 2009

FOR VALUE RECEIVED, FORT COBB OKLAHOMA IRRIGATION FUEL AUTHORITY L.L.C., an Oklahoma limited liability company, d/b/a FORT COBB FUEL AUTHORITY, L.L.C. ("FCFA"), NAVITAS OK3, L.L.C., an Oklahoma limited liability company ("NOK3"), NAVITAS ASSETS, L.L.C., a Delaware limited liability company ("NALLC"), and NAVITAS UTILITY CORPORATION, a Nevada corporation ("NUC"), (hereinafter collectively referred to as the "Borrower" whether one or more), jointly and severally, unconditionally promise to pay to the order of BANK 2 ("Lender"), at 909 S. Meridian Avenue, Oklahoma City, OK 73108, or at such other place as may be designated in writing by the holder of this promissory note, the principal sum of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00), together with interest thereon at the rate hereinafter specified:

INTEREST RATE. Interest shall accrue on the outstanding principal balance of this loan at the rate of Farmer Mac 5 Year Reset Cost of Funds Index Net Yield. The initial interest rate on this Note is six percent (6.0%). The interest rate will reset to 1.75% over the Base Rate in effect on January 1, 2015, and every 5 years thereafter. The Base Rate is the Farmer Mac 5 Year Reset Cost of Funds Index (COFI) Net Yield. Interest on this Note shall be computed on the basis of a 360 day year. In no event shall the interest rate be less than six percent (6.0%) per annum. The Farmer Mac 5 Year Reset Cost of Funds Index (COFI) Net Yield means that annual rate of interest established by Farmer Mac or a similar substitute rate determined by the Lender in its sole discretion as most nearly approximating that rate in the case this rate is no longer published.

<u>PAYMENT TERMS</u>. Beginning on January 5, 2010, and on the fifth (5th) day of each month thereafter, Borrower shall pay Lender monthly installment payments of principal and interest based upon a twenty (20) year amortization. On the Maturity Date of December 9, 2029, all accrued interest and unpaid principal shall be due and payable in full. Lender may adjust the monthly payments on the fifth (5th), tenth (10th), and fifteenth (15th) year anniversaries of this Note to provide for payment in full within the stated amortization period.

<u>LATE CHARGES</u>: Lender may assess a late charge of \$100.00 for each payment not paid how and when due. In no event shall these charges, either before or after maturity, be greater than permitted by law. Late Charges shall begin on the day after the payment due date notwithstanding the Grace Period.

<u>DEFAULT INTEREST</u>: Any sum not paid when due shall bear interest at a rate of six percent (6%) per annum greater than the per annum interest rate prevailing on this Note at the time the unpaid amount came due.

Of even date herewith the Borrower and Lender have entered into that certain Third Amended and Restated Loan Agreement ("Agreement"). This Promissory Note is defined

in the Agreement as the Promissory Note No. 1. Unless otherwise defined herein, all words and phrases with their initial letter capitalized shall be afforded the meaning given in the Agreement.

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.

PREPAYMENT: On any installment payment date additional payments may be made to be credited to principal. Borrower agrees to a prepayment premium of three percent (3.0%) of any additional principal amount paid in year one; two percent (2%) in year two; and one percent (1.0%) in year three. After the third year Borrower shall have the right to make any prepayment of principal without a premium cost. Prepayments shall be credited to installments of principal in the inverse order of their maturity. Monthly payments shall not be reduced as a result of any prepayments. To the extent permitted by law, the foregoing prepayment premium shall be payable regardless of whether the loan is prepaid voluntarily or involuntarily. Any prepaid amounts specified in a notice of prepayment, as aforesaid, shall become due and payable at the time provided in said notice.

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, 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 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, unless specifically provided in the Agreement, 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 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 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 Agreement.

-2-

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 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. Each Borrower waives all rights as an accommodation party and/or a surety, if any, for all purposes.

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.

KNOWINGLY, **VOLUNTARILY,** AND HEREBY BORROWER 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 OTHER RELATED LOAN DOCUMENT.

C:\Documents and Settings\tomo\Desktop\Navitas - Fort Cobb Loan Docs - As of 3.05 p.m\Promissory Note #1.doc

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.

of December, 2009, and made effective as of the date first above appearing.

FORT COBB OKLAHOMA IRRIGATION FUEL AUTHORITY L.L.C., an Oklahoma limited liability company, d/b/a FORT COBB FUEL AUTHORITY, L.L.C.

By: NAVITAS ASSETS, L.L.C., a Delaware limited liability company, its Manager

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

By:

THOMAS E. HARTLINE, President

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

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

By:

THOMAS E. HARTLINE, President

NAVITAS UTILITY CORPORATION, a Nevada corporation

By:

THOMAS E. HARTLINE, President

NAVITAS OK3 L.L.C., an Oklahoma limited liability company

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

By:

THOMAS E. HARTLINE, President

STATE OF OKlahona	)
COUNTY OF Allahama	) ss:

Before me, a notary public in and for said county and state, on this Q+h day of December 2009, personally appeared THOMAS E. HARTLINE, to me known to be the identical person who subscribed the name of FORT COBB OKLAHOMA IRRIGATION FUEL AUTHORITY L.L.C., an Oklahoma limited liability company d/b/a FORT COBB FUEL AUTHORITY, L.L.C., to the foregoing instrument as President of Navitas Utility Corporation, a Nevada corporation, Manager of Navitas Assets, L.L.C., a Delaware limited liability company, Manager of Fort Cobb Oklahoma Irrigation Fuel Authority L.L.C., an Oklahoma limited liability company d/b/a Fort Cobb Fuel Authority, L.L.C., and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

Commission No.:

STATE OF OKLAHOMA

COUNTY OF OKlahoma

Before me, a notary public in and for suincounts and state, on this _____ day of December 2009, personally appeared THOMAS E. HARTLINE, to me known to be the identical person who subscribed the name of NAVITAS ASSETS, L.L.C., a Delaware limited liability company, to the foregoing instrument as President of Navitas Utility Corporation, a Nevada corporation, Manager of Navitas Assets, L.L.C., a Delaware limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

My Commission Expires:

Commission No.: 09005585

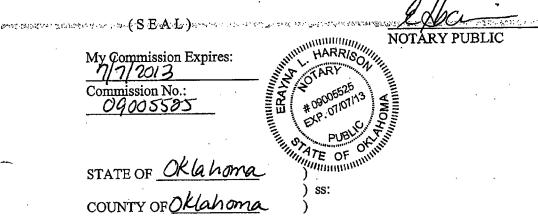
HARRISON ROTARY PUBLIC

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STATE OF Oklahama	)
	) ss:
COUNTY OF Oklahoma	)

Before me, a notary public in and for said county and state, on this 2 day of December 2009, personally appeared THOMAS E. HARTLINE, to me known to be the identical person who subscribed the name of NAVITAS UTILITY COPRORATION, a Nevada corporation, to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



Before me, a notary public in and for said county and state, on this ____ day of December 2009, personally appeared **THOMAS E. HARTLINE**, to me known to be the identical person who subscribed the name of **NAVITAS OK3 L.L.C.**, an Oklahoma limited liability company, to the foregoing instrument as President of Navitas Utility Corporation, a Nevada corporation, Manager of Navitas OK3, L.L.C., an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)
NOTARY PUBLIC
My Commission Expires: HINTHARRISOW TO THE TOTAL THE PROPERTY OF THE PROPERTY
Commission No:
09005505 = \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
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The purpose of this document is to certify that certain conditions precedent to issuance of the Loan Note Guarantee are in compliance with Rural Development Instructions 4279 B paragraph 4279.181. This does not supersede the requirements in paragraph X of the Lender's Agreement.

# Borrower: Fort Cobb Fuel Authority, LLC et al

- No major changes have been made in the lender's loan conditions and requirements since the issuance of the Conditional Commitment for Guarantee for any cause except, those approved in the interim by the Agency in writing.
- All planned property acquisition has been completed. All development has been substantially
  completed in accordance with plans and specifications, conforms to applicable Federal, state and
  local codes, and costs have not exceeded the amount approved by the lender and the Agency.
- Required hazard, flood, liability, worker's compensation, and personal life insurance, when required are in effect.
- 4. Truth in lending requirements have been met, if applicable.
- 5. All equal credit opportunity requirements have been met.
- The loan has been properly closed, and the required security instruments have been obtained, or will be obtained on any after acquired property that cannot be covered initially under State law.
- The borrower has marketable title to the collateral then owned by the borrower, subject to the instrument securing the loan to be guaranteed and subject to any other exceptions approved by the Agency.
- When required, the entire amount of loan for working capital has been disbursed with a record of such disbursements retained except where the Agency has agreed to disbursements over an extended time.
- 9. When required, personal, partnership, or corporate guarantees have been obtained.
- 10. All other requirements of the Conditional Commitment have been met.
- 11. Lien priorities are consistent with the requirements of the Conditional Commitment. No claims or liens of laborers, subcontractors, suppliers of machinery and equipment, or other parties have been filed against the collateral and no suits are pending or threatened that would adversely affect the collateral when the security instruments are filed.
- 12. The loan proceeds have been disbursed for purposes and in amounts consistent with the Conditional Commitment and as specified on Form RD 449-1, "Application For Loan and Guarantee." A copy of the detailed loan settlement of the lender must be attached to support this certification.
- 13. There has been neither any material adverse change in the borrower's financial condition nor any other material adverse change in the borrower, for any reason, during the period of time from the Agency's issuance of the Conditional Commitment to issuance of the Loan Note Guarantee regardless of the cause or causes of the change were within the lender's or borrower's control. The lender's certification must address all adverse changes of the borrower, any parent, affiliate, or subsidiary of the borrower, and guarantors.
- 14. None of the lender's officers, directors, stockholders, or other owners (except stockholders in an institution that has normal stockshare requirements for participation) has a substantial financial

interest in the borrower and neither the borrower not its officers, directors, stockholders, or other owners has a substantial financial interest in the lender. If the borrower is a member of the board of directors or an officer of a Farm Credit System (FCS) institution that is the lender, the lender will certify that an FCS institution on the next highest level will independently process the loan request and act as the lender's agent in servicing the account.

- 15. The Loan Agreement includes all measures identified in the Agency's environmental impact analysis for this proposal (measures with which the borrower must comply) for the purpose of avoiding or reducing adverse environmental impacts of the proposal's constructions or operation. (If applicable.)
- 16. Equity requirements have been met. A reconciliation of the borrower's net worth from the latest financial statement to the date of the loan closing will be provided with this certification.
- 17. A completed comprehensive analysis of the proposal has been performed. The applicant is eligible, the loan is for authorized purposes, and there is a reasonable assurance of repayment ability based on the borrower's history, projections and equity, and the collateral is sufficient to secure the loan.

LENDE By	B. Bank	WZn
Name: Title:	THOMAS 1219109	P. O. Keefe

K	BORRO!	WER: For	rt Cobb Fuel Authority, LLC etal
	Name: Title: Date	ડિધ	Q3HXXITTA

# Attachment Signature Page

Fort Cobb Oklahoma Irrigation Fuel Authority, L.L.C. d/b/a Fort Cobb Fuel Authority, L.L.C., Navitas OK3, L.L.C., Navitas Assets, L.L.C., and Navitas Utility Corporation, as Borrowers, Richard Varner and Thomas Hartline, as Guarantors, and Bank 2, as Lender 9512.0009/USDA Dec 2009

BORROWER:		NAVITAS ASSETS, L.L.C., a Delaware limited liability company
	· By:	NAVITAS UTILITY CORPORATION, a Nevada corporation, its Manager
	Ву:	THOMAS E. HARTLINE, President
क्राम्बसम्बद्धाः स्थापनाः । स्थाप	ene na este de la companya de la co	NAVITAS UTILITY CORPORATION, a Nevada corporation
	Ву:	THOMAS E. HARTLINE, President
·		FORT COBB OKLAHOMA IRRIGATION FUEL AUTHORITY L.L.C., a Oklahoma limited liability company, d/b/a FORT COBB FUE AUTHORITY, L.L.C.
ì	Ву:	NAVITAS ASSETS, L.L.C.; a Delaware limited liability company, it Manager
i de la companya de l	Ву:	NAVITAS UTILITY CORPORATION, a Nevada corporation, its Manager
: :	Ву:	THOMAS E. HARTLINE, President
		NAVITAS OK3, L.L.C., an Oklahoma limited liability company
· ·	Ву:	NAVITAS UTILITY CORPORATION, a Nevada corporation, its Manager
	Ву:	- the

Attachment Signature Page

Fort Cobb Oklahoma Irrigation Fuel Authority, L.L.C. d/b/a Fort Cobb Fuel Authority, L.L.C., Navitas OK3, L.L.C., Navitas Assets, L.L.C., and Navitas Utility Corporation, as Borrowers, Richard Varner and Thomas Hartline, as Guarantors, and Bank 2, as Lender 9512.0009/USDA Dec 2009

**GUARANTORS:** 

RICHARD'VARNER, an individual

THOMAS E. HARTLINE, an individua

### Position 5

Form 4279-4 (Rev. 11-06)

# UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

FORM APPROVED OMB No. 0570-0017 OMB No. 0570-0050

# LENDER'S AGREEMENT BUSINESS AND INDUSTRY GUARANTEED LOAN PROGRAM AND SECTION 9006 PROGRAM

Participating Lender:	Bank 2	Tax Identification Number: 73-0242063
Business Address:	909 S. Meridian Avenue Oklahoma City, OK 73108	Telephone Number: (405) 946-2265
Complete the approp	riate box indicating lender status in business and industry	program. For the Section 9006 program, check regular lender program.
	nder Program ender Program	

#### I. General Provisions .

#### A. Purpose.

The participating lender ("Lender") is designated as a Lender for the purpose of processing and requesting Loan Note Guarantees authorized under 7 C.F.R. part 4279, and servicing those loans as authorized herein and under 7 C.F.R. part 4287. The Lender enters into this agreement as a condition for obtaining the guarantees. For the Section 9006 program, the citation is 7 C.F.R., part 4280, subpart B.

The United States of America, acting through the United States Department of Agriculture ("USDA"), agrees to enter into Loan Note Guarantees with the Lender issued pursuant to the regulations for B&I/Section 9006 Program Loans, and to participate in a percentage of any loss on any such loans not to exceed the amount established in the Loan Note Guarantee. The terms of any Loan Note Guarantee are controlling.

#### B. Full Faith and Credit.

The guarantee is supported by the full faith and credit of the United States and is incontestable except under the circumstances of fraud or misrepresentation of which the Lender has actual knowledge at the execution of the guarantee or of which the Lender participates in or condones.

The Loan Note Guarantee will be unenforceable by the Lender to the extent any loss is occasioned by violation of usury laws, negligent servicing, or failure to obtain the required security regardless of the time at which USDA acquires knowledge of the foregoing. Any losses will be unenforceable by the Lender to the extent that loan funds are used for purposes other than those specifically approved by USDA in its Conditional Commitment for Guarantee. Negligent servicing is defined as the failure to perform those services which a reasonably prudent Lender would perform in servicing its own portfolio of loans that are not guaranteed. The term includes not only the concept of a failure to act but also not acting in a timely manner or acting in a manner contrary to the manner in which a reasonably prudent Lender would act up to the time of loan maturity or until a final loss is paid.

## II. Loan Origination

- A. The Lender agrees loan funds will be used for the purposes authorized in 7 C.F.R. part 4279 in accordance with the terms of Form RD 4279-3, "Conditional Commitment for Guarantee." For the Section 9006 program, the citation is 7 C.F.R., part 4280, subpart B.
- B. The Lender certifies that none of its officers or directors, stockholders, or other owners (except stockholders in a Farm Credit Bank or other Farm Credit System ("FCS") Institution with direct lending authority that have normal stock or share requirements for participation) has a substantial financial interest in the Borrower. The Lender certifies that neither the Borrower nor its officers or directors, stockholders or other owners has a substantial financial interest in the Lender. If the Borrower is a member of the board of directors or an officer of a Farm Credit Bank or other FCS Institution with direct lending authority, the Lender certifies that an FCS institution on the next highest level will independently process the loan request and will act as the Lender's agent in servicing the ascentil.
- C. The Lender will certify to USDA, prior to issuance of the Loan Note Guarantee for each loan, that there has been neither any material adverse change in the borrower's financial condition, nor any other material adverse change in the borrower, for any reason, during the period of time from the Agency's issuance of the Conditional Commitment for Guarantee to issuance of the Loan Note Guarantee regardless of the case or causes of the change and whether the change or causes of the change were within the Lender's control. The Lender's certification must address all adverse changes of the Borrower, any parent, affiliate, or subsidiary of the Borrower, and guarantors.
- D. Lender certifies that a loan agreement or loan instruments concurred in by USDA has been or will be signed with the Borrower.
- E. Lender will submit the required guarantee fee with Form RD 1980-19, "Guaranteed Loan Closing Report" at the time Form 4279-5, "Loan Note Guarantee" is issued

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0017 and 0570-0050. The time required to complete this information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### III. Lender's Sale or Assignment of Guaranteed Loan

- A. The Lender may retain all of the guaranteed loan. The Lender is not permitted to sell or participate in any amount of the guaranteed or unguaranteed portions of the loans to the applicant or Borrower or members of their immediate families, their officers, directors, stockholders, other owners, or any parent, subsidiary or affiliate. If the Lender desires to market all or part of the guaranteed portion of the loan at or subsequent to loan closing, such loan must not be in default as set forth in the terms of the notes. The Lender may proceed under the following options:
  - Assignment, Assign all or part of the guaranteed portion of the loan to one or more holders by using Form 4279-6, "Assignment Guarantee
    Agreement". Holders, upon written notice to Lender and USDA, may reassign the unpaid guaranteed portion of the sold thereunder. Upon notification
    and completion of the assignment through the use of Form 4279-6, "Assignment Guarantee Agreement," the assignee shall succeed to all rights and
    obligations of the Holders thereunder. If this option is selected, the Lender may not a later date cause to be issued any additional notes.
  - 2. Multi-Note System. When this option is selected by the Lender, upon disposition the Holder will receive one of the Borrower's executed notes and Form RD 4279-5, attached to the Borrower's note. However, all rights under the security instruments (including personal and corporate guarantees) will remain with the Lender and in all cases insure to its and the Government's benefit notwithstanding any contrary provisions of law.
    - a. <u>At Loan Closing</u>: Provide for no more than 10 notes, unless the Borrower and USDA agree otherwise, for the guaranteed portion and one note for the unguaranteed portion. When this option is selected, USDA will provide the Lender with a Form RD 4279-5, for each of the notes.

#### b. After Loan Closing:

- (1) Upon written approval by USDA, the Lender may cause to be issued a series of new notes, not to exceed the total provided
  - in 2. a. above, as replacement for previously issued guaranteed notes provided:
  - (a) The Borrower agrees and executes the new notes.
  - (b) The interest rate does not exceed the interest rate in effect when the loan was closed.
  - (c) The maturity of the loan is not changed.
  - (d) USDA will not bear or guarantee any expenses that may be incurred in reference to such reissue of notes.
  - (c) There is adequate collateral securing the notes.
  - (f) No intervening liens have arisen or have been perfected and the secured lien priority remains the same.
  - (g) All holders agree USDA will issue the appropriate Loan Note Guarantees to be attached to each of the notes then extant in exchange for the original Loan Note Guarantee which will be cancelled by USDA.

#### Participations

- a. The Lender may obtain participation in its loan under its normal operating procedures. Participation means a sale of an interest by the Lender in the loan wherein the Lender retains the note, collateral securing the note, and all responsibility for loan servicing and liquidation.
- b. The Lender is required to hold in its own portfolio or retain a minimum of 5% of the total guaranteed loan amount. The amount required to be retained must be of the unguaranteed portion of the loan and cannot be participated to another. The Lender may sell the remaining amount of the unguaranteed portion of the loan, only through participation. However, the Lender will always retain the responsibility for loan servicing and liquidation.
- B. When a guaranteed portion of a loan is sold by the Lender to a Holder, the Holder shall thereupon succeed to all rights of Lender under the Loan Note Guarantee to the extent of the portion of the loan purchased. Lender will remain bound to all the obligations under the Loan Note Guarantee, and this agreement, and the USDA program regulations found in 7 C.F.R. part 4279 and to future USDA program regulations not inconsistent with the express provisions hereof. For the Section 9006 program, the citation is 7 C.F.R., part 4280, subpart B.
- C. The Holder upon written notice to the Lender may resell the unpaid guaranteed portion of the loan sold under section 111 A.

## IV. Servicing

- A. The Lender will service the entire loan and will remain mortgagee and secured party of record, notwithstanding the fact that another may hold a portion of the loan. The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan. Lender may charge Holder a servicing fee. The unguaranteed portion of a loan will not be paid first nor given any preference or priority over the guaranteed portion of the loan.
- B. It is the Lender's responsibility to see that all construction is properly planned before any work proceeds; that any required permits, licenses or authorizations are obtained from the appropriate regulatory agencies; that the Borrower has obtained contracts through acceptable procurement procedures; and that periodic inspections during construction are made.
- C. Lender's servicing responsibilities include, but are not limited to:
  - Obtaining compliance with the covenants and provisions in the note, loan agreement, security instruments, and any supplemental
    agreements and notifying in writing USDA and the Borrower of any violations. None of the aforesaid instruments will be altered without
    USDA's prior written concurrence. The Lender must service the loan in a reasonable and prudent manner.
  - Receiving all payments on principal and interest on the loan as they fall due and promptly remitting and accounting to any Holder of
    its pro rata share thereof determined according to their respective interests in the loan, less only Lender's servicing fee. The loan may be
    reamortized, renewed or rescheduled only with agreement of the Lender and Holder of the guaranteed portion of the loan and only with
    USDA's written concurrence.
  - 3. Inspecting the collateral as often as necessary to properly service the loan.

- Assuring that adequate insurance is maintained. This includes hazard insurance obtained and maintained with a loss payable clause
  in favor of the Lender as the mortgagee or secured party.
- 5. Assuring that: taxes, assessment or ground rents against or affecting collateral are paid; the loan and collateral are protected in foreclosure, bankruptcy, receivership, insolvency, condemnation, or other litigation, insurance loss payments, condemnation awards, or similar proceeds are applied on debts in accordance with lien priorities on which the guarantee was based; proceeds from the sale or other disposition of collateral are applied in accordance with the lien priorities on which the guarantee is based, except that proceeds from the disposition of collateral, such as machinery, equipment, furniture or fixtures, may be used to acquire property of similar nature and at least equal value for which the lender will obtain a lien position equal or superior to the position previously held and obtain the written approval of USDA when the cumulative value is in excess of 20 percent of the original loan; the Borrower complies with all laws and ordinances applicable to the loan, the collateral and operation of the business.
- 6. Assuring that if personal or corporate guarantees are part of the collateral, current financial statements from such loan guaranters will be obtained and copies provided to USDA at such time and frequency as required by the loan agreement or Conditional Commitment for Guarantee. In the case of guarantees secured by collateral, assuring the security is properly maintained.
- Obtaining the lien coverage and lien priorities specified by the Lender and agreed to by USDA, properly recording or filing lien or notice instruments to obtain or maintain such lien priorities during the existence of the guarantee by USDA.
- 8. Assuring that the Borrower obtains marketable title to the collateral.
- 9. Assuring that any party liable is not released from liability for all or any part of the loan, except in accordance with USDA regulations.
- Providing Finance Office with Ioan status reports semiannually as of June 30 and December 31 on Form RD 1980-41, "Guaranteed Loan Status Report."
- 11. Obtaining from the Borrower periodic financial statements as required in the loan agreement with the borrower. At a minimum, annual financial statements must be forwarded by the lender, with a credit analysis, to the USDA servicing office within 120 days of Borrowers fiscal year end.
- 12. Ensuring that the borrower complies with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation. The Lender will monitor the use of loan funds to assure they will not be used for any purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, see 7 C.F.R. part 1940.

### V. Default

- A. The Lender will notify USDA when a Borrower is thirty (30) days past due on a payment or if the Borrower is otherwise in default. The Lender will notify USDA of the status of a Borrower's default on Form RD 1980-44 "Guaranteed Loan Borrower Default Status." Actions taken by the Lender with written concurrence of USDA will include but are not limited to the following or any combination thereof:
  - 1. Deferment of principal payments (subject to rights of any Holder).
  - 2. An additional temporary loan by the Lender to bring the account current.
  - 3. Reamortization of or rescheduling the payments on the loan (subject to rights of any Holder).
  - 4. Transfer and assumption of the loan in accordance with the applicable subpart of 7 C.F.R. part 4287.
  - 5. Reorganization.
  - 6. Liquidation.
  - 7. Subsequent loan guarantees.
- B. The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder within 30 days of written demand by the Holder when:

  (a) the Borrower is in default not less than 60 days in payment of principal or interest due on the loan or (b) the Lender has failed to remit to the Holder its prorata share of any payment made by the Borrower within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of the principal and accrued interest less the Lender's servicing fee.
  - The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the demand letter to the Lender requesting the repurchase. Holder will concurrently send a copy of demand to USDA. The Lender will accept an assignment without recourse from the Holder upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder and USDA of its decision.
- C. If Lender does not repurchase as provided by paragraph B, USDA will purchase from Holder the unpaid principal balance of the guaranteed portion herein together with accrued interest to date of repurchase, less Lender's servicing fee, within 30 days after written demand upon USDA from the Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of original demand letter of the Holder to the Lender requesting the repurchase. Such demand will include a copy of the written demand made upon the Lender.

The Holder or its duly authorized agent will also include evidence of its right to require payment from USDA. Such evidence will consist of either the originals of the Loan Note Guarantee and note properly endorsed to USDA or the original of the Assignment Guarantee Agreement properly assigned to USDA without recourse including all rights, title, and interest in the loan. USDA will be subrogated to all rights of Holder. The Holder will include in its demand the amount due including unpaid principal, unpaid interest to date of demand and interest subsequently accruing from date of demand to proposed payment date. Unless otherwise agreed to by USDA, such proposed payment will not be later than 30 days from the date of the demand.

The USDA office serving the Borrower will promptly notify the Lender of the Holder's demand for payment. The Lender will promptly provide the USDA office servicing the Borrower with the information necessary for USDA's determination of the appropriate amount due the Holder. Any discrepancy between the amount claimed by the Holder and the information submitted by the Lender must be resolved before payment will be approved. USDA will notify both parties who must resolve the conflict before payment by USDA will be approved. Such a conflict will suspend running of the 30-day payment requirement. Upon receipt of the appropriate information, the USDA office servicing the Borrower will review the demand for verification.

- D. Lender consents to the purchase by USDA and agrees to furnish on request by USDA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by the Borrower on the loan and the amount due the Holder. Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from said loan or guarantee, nor does such purchase waive any of the USDA's rights against Lender, and USDA will have the right to set-off against Lender all rights inuring to USDA from the Holder against USDA's obligation to Lender under the Loan Note Guarantee, to the extent USDA holds a portion of the loan.
- E. Servicing fees assessed by the Lender to a Holder are collectible only from payment installments received by the Lender from the Borrower.

  When USDA repurchases from a Holder, USDA will pay the Holder only the amounts due the Holder, USDA will not reimburse the Lender for servicing fees assessed to a Holder and not collected from payments received from the Borrower. No servicing fee shall be charged USDA and no such fee is collectible from USDA.
- F. Lender may also repurchase the guaranteed portion of the loan for servicing consistent with the Loan Note Guarantee.

### VI. Liquidation

If the Lender concludes pursuant to USDA regulations that liquidation of a guaranteed loan account is necessary because of one or more defaults or third party actions that the Borrower cannot or will not cure or eliminate within a reasonable period of time liquidation may be considered. If the Lender concludes that liquidation is necessary, it must request USDA's concurrence. When USDA concurs with the Lender's conclusion or at any time concludes independently that liquidation is necessary, it will notify the Lender and the matter will be handled as follows:

- 1. The Lender will liquidate the loan unless USDA, at its option, decides to carry out liquidation.
- When the decision to liquidate is made, the Lender may proceed to purchase from the Holder the guaranteed portion of the loan. The Holder will be paid according to the provisions in the Loan Note Guarantee or the Assignment Guarantee Agreement.
- 3. If the Lender does not purchase the guaranteed portion of the loan, USDA will be notified immediately in writing. USDA will then purchase the guaranteed portion of the loan from the Holder. If USDA holds any of the guaranteed portion, USDA will be paid first its pro rata share of the proceeds from liquidation of the collateral.
- A. Lender's proposed method of liquidation. Within 30 days after the decision to liquidate, the Lender will advise USDA in writing of its . proposed detailed method of liquidation ("liquidation plan") and will provide USDA with:
  - 1. Such proof as USDA requires to establish the Lender's ownership of the guaranteed loan promissory notes and related security instruments.
  - Information lists concerning the Borrower's assets including real and personal property, fixtures, claims, contracts, inventory (including
    perishables), accounts receivable, personal and corporate guarantees, and other existing and contingent assets, and advice as to whether or not each item is
    serving as collateral for the guaranteed loan.
  - 3. A proposed method of making the maximum collection possible on the indebtedness.
  - 4. If the outstanding principal loan balance including accrued interest is less than \$200,000, the Lender will obtain an estimate of the market and potential liquidated value of the collateral. On loan balances in excess of \$200,000, the Lender will obtain an independent appraisal report on all collateral securing the loan, which will reflect the current market value and potential liquidation value. All real property appraisals with Agency guaranteed loannaking and servicing transactions will meet the requirements set forth by the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and appropriate guidalines set forth in Standards 1 and 2 of the Uniform Standards of Professional Appraisal Practices ("USPAP"). Chattels will be evaluated in accordance with normal banking practices and generally accepted methods of determining value. The appraisal report is for the purpose of permitting the Lender and USDA to determine the appropriate liquidation actions. Any independent appraiser's fee will be shared equally by USDA and the Lender.
- B. USDA will inform the Lender in writing whether it concurs in the Lender's liquidation plan within 30 days after receipt of such notification from the Lender. If USDA needs additional time to respond to the liquidation plan, it will advise the Lender of a definite time for such response. Should USDA and the Lender not agree on the Lender's liquidation plan, negotiations will take place between USDA and the Lender to resolve the disagreement. The Lender will ordinarily conduct the liquidation; however, should USDA determine that USDA will conduct the liquidation, the parties will proceed as follows:
  - The Lender will transfer to USDA all rights and interest necessary to allow USDA to liquidate the loan. In this event, the Lender will
    not be paid for any loss until after the collateral is liquidated and the final loss is determined by USDA.
  - 2. USDA will attempt to obtain the maximum amount of proceeds from liquidation.
  - Options available to USDA include any one or combination of the usual commercial methods of liquidation.
- C. <u>Acceleration</u>. The Lender or USDA, if it liquidates, will proceed as expeditiously as possible when acceleration of the indebtedness is necessary including giving any notices and taking any other legal actions required by the security instruments. A copy of the acceleration notice or other acceleration document will be sent to USDA or the Lender, as the case may be.
- D. <u>Liquidation: Accounting and Reports.</u> When the Lender conducts the liquidation, it will account for funds during the period of liquidation and will provide USDA with periodic reports on the progress of liquidation, disposition of collateral, resulting costs and additional procedures necessary for successful completion of liquidation. The Lender will transmit to the Agency the pro rate share, of any payments received from the Borrower, and of liquidation or other proceeds, etc. when USDA is the holder of a portion of the guaranteed loan using Form RD 1980-43, "Lender's Guaranteed Loan Payment to USDA." When USDA liquidates, the Lender will be provided with similar reports on request.

- E. <u>Determination of Loss and Payment</u>. In all liquidation cases, final settlement will be made with the Lender after the collateral is liquidated. USDA will have the right to recover losses paid under the guarantee from any party liable.
  - Form RD 449-30, "Loan Note Guarantee Report of Loss," will be used for calculations of all estimated and final loss determinations.
     Estimated loss payments may be approved by USDA after the Lender has submitted a liquidation plan approved by USDA. Payments will be made in accordance with applicable USDA regulations.
  - 2. When the Lender is conducting the liquidation, and owns any of the guaranteed portion of the loan, it may request a tentative loss estimate by submitting to USDA an estimate of loss that will occur in connection with liquidation of the loan. USDA will agree to pay an estimated loss settlement to the Lender provided the Lender applies such amount due to the outstanding principal balance owed on the guaranteed debt. Such estimate will be prepared and submitted by the Lender on Form RD 449-30, using the basic formula as provided on the report except that the appraisal value will be used in lieu of the amount received from the sale of collateral. The Lender will discontinue interest accrual on the defaulted loan and the loss claim will be promptly processed in accordance with the applicable USDA regulations.
    - After the Report of Loss estimate has been approved by USDA, and within 30 days thereafter, USDA will institute procedures to cause the issuance of payment of the estimated amount due the Lender.
    - After liquidation has been completed, a final loss report will be submitted on Form RD 449-30 by the Lender to USDA.
  - 3. Within 30 days after liquidation of the collateral is completed, a final report of loss on Form FmHA 449-30 must be prepared and submitted by the Lender to USDA. USDA will not guarantee interest beyond this 30-day period other than for the period of time it takes USDA to process the loss claim. Before approval by USDA of any final loss report, the Lender must account for all funds during the period of liquidation, disposition of collateral, all costs incurred and any other information necessary for the successful completion of liquidation. Upon receipt of the final accounting and report of loss, USDA may audit the account and will determine the final loss. The Lender will make its records available to and otherwise assist USDA in making any audit. The documentation accompanying the report of loss must support the figures shown on Form RD 449-30.
  - 4. When the Lender has conducted liquidation and after the final report of loss has been tentatively approved:
    - a. If the loss is greater than the estimated loss payment, USDA will cause a Treasury check to be issued in payment of the additional amount owed by USDA to be issued to the Lender.
    - b. If the loss is less than the estimated loss, the Lender will reimburse USDA for the overpayment plus interest at the note rate from date of payment.
  - If USDA has conducted liquidation, it will provide an accounting and report of loss to the Lender and will pay the Lender in accordance with the Loan Note Guarantee.
  - 6. In those instances where the Lender has made authorized protective advances, it may claim recovery for the guaranteed portion of any loss of monies advanced as protective advances and interest resulting from such protective advances as provided above, and such payment will be made by USDA when the final report of loss is approved.
- F. Maximum amount of interest loss payment. Notwithstanding any other provisions of this agreement, the amount payable by USDA to the Lender cannot exceed the limits set forth in the Loan Note Guarantee. If USDA conducts the liquidation, any loss occasioned by accruing interest will be covered to the extent of the guarantee to the date USDA accepts this responsibility. Loss occasioned by accruing interest will be covered to the extent of the guarantee to the date of final settlement when the liquidation is conducted by the Lender provided it proceeds expeditiously with the liquidation plan approved by USDA.
- G. Application of USDA loss payment. The estimated loss payment shall be applied as of the date of such payment. The total amount of the loss payment remitted by USDA will be applied by the Lender on the guaranteed portion of the loan debt. However, such application does not release the Borrower from liability. At time of final loss settlement the Lender will notify the Borrower that the loss payment has been so applied. In all cases a final Form FmHA 449-30 prepared and submitted by the Lender must be processed by USDA.
- H. Income from collateral. Any net rental or other income that has been received by the Lender from the collateral will be applied on the guaranteed loan debt.
- I. <u>Liquidation costs</u>. Certain reasonable liquidation costs will be allowed during the liquidation process. A schedule of the liquidation costs will be submitted as a part of the liquidation plan. Such costs will be deducted from gross proceeds from the disposition of collateral unless the costs have been previously determined by the Lender (with USDA written concurrence) to be protective advances. If changed circumstances after submission of the liquidation plan require a revision of liquidation costs, the Lender will obtain USDA's written concurrence prior to proceeding with the proposed changes.
- J. Foreclosure. The Lender is responsible for determining who the necessary parties are to any foreclosure action or who should be named on a deed of conveyance taken in lieu of foreclosure. When the conveyance is received and the property is liquidated, the net proceeds will be applied to the guaranteed loan debt. If USDA has repurchased the guaranteed portion of the loan from the Holder, the Lender must obtain USDA's concurrence to any foreclosure action to be taken by the Lender; however, USDA will not be considered to be a necessary party to the action or otherwise required to join in.
- K. Payment. Such loss will be paid by USDA within 60 days after the review of the accounting of the collateral.
- L. <u>Protective Advances</u>. Protective advances must constitute an indebtedness of the Borrower to the Lender and be secured by the security instruments. USDA's written authorization is required for all protective advances in excess of \$5,000. Protective advances include but are not limited to advances made for property taxes, armual assessments, ground rent, hazard or flood insurance premiums affecting the collateral, and other expenses necessary to preserve or protect the security. Attorney fees are not a protective advance.
- M. Future Recovery. After a loan has been liquidated and a final loss has been paid by USDA, any future funds which may be recovered by the Lender, will be prorated between USDA and the Lender. USDA will be paid such amount recovered in proportion to the percentage it guaranteed for the loan and the Lender will retain such amounts in proportion to the percentage of the unguaranteed portion of the loan.

- N. Pursuant to the Debt Collection Improvement Act of 1996 (DCIA), USDA is required to refer debt owed to the Government to the Department of the Treasury for collection. USDA will use all remedies available under DCIA to collect the debt from the borrower, guarantors, and any other liable third party and, any proceeds received from such efforts will not be shared with the lender. USDA will notify the lender when this referral occurs, at which time the lender will cease collection efforts.
- O. Transfer and Assumption Cases. Refer to 7 C.F.R. part 4287. If a loss should occur upon consummation of a complete transfer and assumption for less than the full amount of the debt and the transferr-debtor (including personal guarantees) is released from personal liability, the Lender, if it holds the unguaranteed portion, may file an estimated report of loss on Form RD 449-30 to recover its pro rate share of the actual loss at that time. In completing Form RD 449-30, the amount of the debt assumed will be entered on line 24 as Net Collateral (Recovery). Approved protective advances and accrued interest thereon made during the arrangement of a transfer and assumption, if not assumed by the Transferce, will be entered on Form RD 449-30, line 13 and 14.

#### VII. Bankruptcy

A. The Lender is responsible for protecting the guaranteed loan and all collateral securing the loan in bankruptcy proceedings. When a bankruptcy proceeding results in ultimate liquidation of the borrower, legal expenses incurred by the lender during the bankruptcy proceedings will be considered eligible liquidation costs. When a bankruptcy results in a reorganization of the borrower, including a reorganization that results in a write down of the debt, legal expenses during the bankruptcy will be shared equally by USDA and the lender. When the loan is involved in reorganization bankruptcy proceedings, payment of loss claims may be made as provided in this section. For a liquidation proceeding only paragraphs 3 and 5 of this section are applicable.

#### B. Loss Payments.

## 1. Estimated Loss Payments.

- a. If a borrower has filed for reorganization and protection under Title 11 of the United States Code and the debt has been reduced, the

  Lender will request a tentative estimated loss payment of accrued interest and principal written off under the order of the court. This request can
  only be made after the bankruptcy plan is confirmed. Only one estimated loss payment is allowed during the bankruptcy process. All subsequent
  claims during reorganization will be considered revisions to the initial estimated loss. A revised estimated loss payment may be processed by
  USDA, at its option, in accordance with any court approved changes in the reorganization plan. At the time the performance under the confirmed
  reorganization plan has been completed, the Lender is responsible for providing USDA with the documentation necessary to review and adjust the
  estimated loss claim to (a) reflect the actual principal and interest reduction on any part of the guaranteed debt determined to be unsecured and (b)
  to reimburse the Lender for any court ordered interest rate reduction during the term of the reorganization.
- b. The Lender will use Form RD 449-30, to request an estimated loss payment and to review estimated loss payments during the course of the reorganization plan. The estimated loss claim as well as any revisions to this claim will be accompanied by applicable legal documentation to support the claim.
- c. Upon completion of the reorganization plan, the Lender will complete Form RD 1980-44, and forward this form to the Finance Office to indicate that the bankruptcy has been dismissed.

## 2. Interest Loss Payments.

- a. Interest loss payments sustained during the period of the reorganization plan will be processed in accordance with section VII B1.
- Interest loss payments sustained after the reorganization plan is confirmed will be processed annually when the Lender sustains a
  loss as a result of a permanent interest rate reduction.
- e. Form RD 449-30 will be completed to compensate the Lender for the difference in interest rates specified on the Loan Note Guarantee and the rate of interest ordered by and in accordance with final order of a court of competent jurisdiction.
- 3. Final Loss Payments. Payments will be processed when the loan is liquidated.
- 4. Payment Application. The Lender must apply estimated loss payments first to the unsecured principal of the guaranteed portion of the debt and then to the unsecured interest of the guaranteed portion of the debt. In the event the court attempts to direct the payments to be applied in a different manner, the Lender will immediately notify the USDA servicing office.
- 5. Overpayments. Upon completion of the reorganization plan, the Lender will provide USDA with the documentation necessary to determine whether the estimated loss paid equals the actual loss sustained. If the actual loss sustained, as a result of the reorganization, is greater than the estimated loss payment, the Lender will submit a revised estimated loss in order to obtain payment of the addition amount owed by USDA to the Lender. If the actual loss payment is less than the estimated loss, the Lender will reimburse USDA for the overpayment plus interest at the note rate from the date of the payment of the estimated loss.
- Protective Advances. If approved protective advances were made prior to the borrower having filed bankruptcy as a result of prior liquidation action, these protective advances and accrued interest will be entered on Form RD 449-30.

## VIIL Duration and Modification

- Duration of Agreement. This Lender's Agreement applies to all Business and Industry ("B&I") guaranteed loans or Section 9006 loans
  made by the Lender from the date of this agreement until terminated or superceded by another Lender's Agreement.
- 2. Modification of Agreement. This Agreement may only be modified only in writing.
- Other Requirements. This agreement is subject to all requirements of the applicable subpart of 7 C.F.R. parts 4279 and 4287 and, for Section 9006 loans, 7 C.F.R., part 4280, in effect on the date of this agreement.
- 4. All forms required by this agreement may be obtained from any Rural Development State or local office.

• • •	P I P
Lender: Complete this block of Section IX	
LENDER Bank 2	
	(Name)
By: Signature)  Thromas f. Okacfe  (Name Typed or Printed)  Title: Son on Vica (NESLOENT)  Date: 12/9/09	Attest: Gaynew suel. Corp See
This block of Section IX will be completed by USDA.	
UNITED STATES OF AMERICA Department of Agriculture	
Ву:	Title: Business and Community Programs Director
(Signature)	THE THE PARTY OF T
Brian Wiles	Date:

IX. Endorsement

(Name Typed or Printed)

Form 4279-3 (Rev. 07-08)

# UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

FORM APPROVED OMB NO. 0570-0017 OMB NO. 0570-0050

(Title)

# CONDITIONAL COMMITMENT

TO: Lender Bank 2	Case No. 42-008-760449550
Lender's Address 909 S. Meridian Avenue Oklahoma City, OK 73108	State Oklahoma
Borrower Fort Cobb Fuel Authority, LLC etal	Principal Amount of Loan \$5,000,000.00
From an examination of information supplied by the Lender and other rebe completed.	levant information, it appears that the transaction can properly
Therefore, the United States of America acting through the United States accordance with applicable provisions of the regulations, it will execute I and requirements specified in the regulations and herein.	Department of Agriculture (USDA) hereby agrees that, in Form 4279-5, "Loan Note Guarantee," subject to the conditions
The Loan Note Guarantee fee payable by the lender to USDA will be the Conditional Commitment for Guarantee. The interest rate for the loan is it must be tied to a base rate agreed to by the Lender and USDA which can Industry) and must be published periodically in a financial publication sp	WSJF + 1.0 % 1/. If a variable rate is used
A Loan Note Guarantee will not be issued until the Lender certifies that the condition, nor any other adverse change in the borrower's condition, for a this Conditional Commitment for Guarantee to issuance of the Loan Note whether the cause or causes of the change were within the Lender's or Boadverse changes and be supported by financial statements of the Borrower's time of certification. As used in this paragraph only, the term "Borrower"	ny reason, during the period of time from USDA's issuance of a Guarantee regardless of the cause or causes of the change and prower's control. The Lender's certification must address all ar and its guarantors executed not more than 60 days before the
In the event of the Government's failure to issue a guarantee in a situation limited to a suit for the guaranteed portion of principal and interest which	where it is found to be in breach, the other party's remedy is ultimately remains unpaid.
This agreement becomes null and void unless the conditions are accepted issuance by USDA.	by the Lender and Borrower within 60 days from the date of
Except as set out below, the purposes for which the loan funds will be use Application for Loan Guarantee. Once this instrument is executed and ret purpose as listed on the forms will be considered. Additional Conditions	urned to USDA no major change of conditions or approved loa
If the conditions set forth in this commitment are not met within reserves the right to discontinue the processing of the application and terr commitment USDA will provide the Lender a written notice at least 14 d	ays prior to termination. 31
Ву:	DUM WILLI
Typed or Printed Name:	Brian Wiles
There. 12-04-2009 B&C	P Director

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless. It displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0017 and 0570-0050. The time required to complete this information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### ACCEPTANCE OF CONDITIONS

To: USDA 4/

USDA - Rural Development 100 USDA, Suite 108 Stillwater, OK 74074

The conditions of this Conditional C proceed with the loan transaction and				le and the unders	igned intends to days.
6 A 2	· • • ·		. •		
		6	BANKS	2	
Date: 12/9/09	····	Ву:	Harl	(Name of	₹
Date:		X	382 <b>4</b> 77	w cyeso	for Lender)
				(Signature)	for Borrower)

- Insert fixed interest rate or, if authorized by regulations, variable interest rate followed by a "V" and the appropriate loan subsidy rate, if applicable.
- 21 Insert any additional conditions or requirements in this space or on an attachment referred to in this space; otherwise, insert "NONE".
- 3/ USDA will determine and insert the date by which conditions should be met.
- 4/ Return completed and signed copy of this form to USDA issuing office.

#### Attachment Signature Page

Fort Cobb Oklahoma Irrigation Fuel Authority, L.L.C. d/b/a Fort Cobb Fuel Authority, L.L.C., Navitas OK3, L.L.C., Navitas Assets, L.L.C., and Navitas Utility Corporation, as Borrowers, Richard Varner and Thomas Hartline, as Guarantors, and Bank 2, as Lender 9512.0009/USDA Dec 2009

BORROWER:

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

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

By: THOMAS E. HARTLINE, President

NAVITAS UTILITY CORPORATION, a Nevada corporation

By: THOMAS E HAPT! IN Provident

THOMAS E. HARTLINE, President

FORT COBB OKLAHOMA IRRIGATION FUEL AUTHORITY L.L.C., an Oklahoma limited liability company, d/b/a FORT COBB FUEL AUTHORITY, L.L.C.

By: NAVITAS ASSETS, L.L.C., a Delaware limited liability company, its Manager

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

By: THOMAS E. HARTLINE, President

NAVITAS OK3, L.L.C., an Oklahoma limited liability company

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

By: THOMAS E. HARTLINE, President

Attachment Signature Page

Fort Cobb Oklahoma Irrigation Fuel Authority, L.L.C. d/b/a Fort Cobb Fuel Authority, L.L.C., Navitas OK3, L.L.C., Navitas Assets, L.L.C., and Navitas Utility Corporation, as Borrowers, Richard Varner and Thomas Hartline, as Guarantors, and Bank 2, as Lender 9512.0009/USDA Dec 2009

**GUARANTORS:** 

RICHARD VARNER, an individual

THOMAS E. HARTLINE, an individual

Attachment to Form RD 4279-3, "Conditional Commitment (Business & Industry)" Fort Cobb Fuel Authority, LLC and Etal. \$5,000,000

No provision stated herein shall be amended or waived without the prior written consent of the lender and USDA Rural Development. Any loans or advances made to the Borrower by the Lender after issuance of the Loan Note Guarantee will not be covered by the guarantee, except authorized protective advances. Regulations contained in RD Instructions 4279-A and 4279-B, and Form RD 4279-4, "Lender's Agreement," will apply.

Any request for an extension of the expiration date of this Conditional Commitment must be made in writing and received by USDA Rural Development at least 30 days before the expiration date. This request must be accompanied by the applicant's current financial statement and a full explanation as to why the extension is needed.

#### 1) USE OF FUNDS SCHEDULE:

The purpose of the loan is to provide long-term financing for Fort Cobb Fuel Authority, LLC and Etal. Funds will be used for the following purposes:

Use of Funds	Guarantee loan	Bank 2	Total project cost
LeAnn Acquisition	\$2,500,000	: \$50,000	\$2,550,000
Other Acquisitions		\$1,250,000	\$1,250,000
Refinance Bank 2	\$2,500,000	\$330,835	\$2,830,835
Fees and costs		\$162,000	\$162,000
TOTAL	\$5,000,000	\$1,792,835	\$6,792,835

Upon final disbursement of loan funds, a copy of the lender's detailed loan settlement must be provided to USDA Rural Development as evidence that all funds were disbursed in amounts and for purposes outlined above.

NOTE: If there is a large disparity between this schedule and the loan settlement statement, please notify our office before advancing funds.

#### 2) PERCENTAGE OF GUARANTEE CONDITION:

A(n) *80* % guarantee will be issued after loan closing and compliance of conditional commitment.

#### 3) INTEREST RATE CONDITION:

The interest rate is to be established by the formula:

IR= INTEREST RATE. Interest shall accrue on the outstanding principal balance of this loan at the rate of Farmer Mac 5 Year Reset Cost of Funds Index Net Yield. The initial interest rate on this Note is six percent (6.0%). The interest rate will reset to 1.75% over the Base Rate in effect on December 5, 2014, and every 5 years thereafter. The Base Rate is the Farmer Mac 5 Year Reset Cost of Funds Index (COFI) Net Yield. Interest on this Note shall be computed on the basis of a 360 day year. In no event shall the interest rate be less than six percent (6.0%) per annum. The Farmer Mac 5 Year Reset Cost of Funds Index (COFI) Net Yield means that annual rate of interest established by Farmer Mac or a similar substitute rate determined by the Lender in its sole discretion as most nearly approximating that rate in the case this rate is no longer published.

The interest rate is to vary not more often than quarterly. Prepayment Penalty is at the discretion of the bank.

#### 4) TERMS OF NOTE:

P&I payments will be based on a 20 year term on the B&I guaranteed loan and the Bank 2 direct loan.

The loan is to be fully amortized with monthly installments and no balloon payments.

#### 5) COLLATERAL CONDITIONS:

a) First lien on all business assets including machinery & equipment, inventory, and accounts receivable, furniture and fixtures, any leasehold improvements, as described in the appraisal performed by Business Valuators & Appraisers, L.L.C. The Asset Approach Net Asset Value Method was completed on July 22, 2009 and the Prospective Basis Valuation was completed on October 8, 2009.

All taxes and assessments are to be current at loan closing. Lender must certify that the borrower has obtained title insurance or a title opinion by its attorney showing ownership of real estate and any mortgages, restrictions, lien defects or encumbrances.

Any filings that are available would be based on a fixture filing as the pipelines are located within established and legally filed easements and / or are considered prescriptive easements. The only real estate whereby Bank2 has a first mortgage lien is the original location in Eakley, OK.

The lender will not require compensating balances or other collateral as a means of eliminating the lender's exposure for the unguaranteed portion of the loan. The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan. The unguaranteed portion of the loan will neither be paid first nor given any preference or priority over the guaranteed portion.

#### 6) GUARANTOR CONDITION:

The following, will be co-makers on the note:

	Co-Makers
Fort	Cobb Oklahoma Irrigation
Fuel	Authority, LLC
Fort	Cobb Fuel Authority d/b/a
	tas Assets, LLC
Navit	as Utility Corporation
Navit	as OK3, LLC

Guarantors	% of guarantee
Richard Varner	100%
Thomas Hartline	100%

Guarantor will execute RD Form 4279-14, "Unconditional Guarantee", guaranteeing any loss to the government, regarding this loan, under the Debt Collection Improvement Act.

#### 7) INSURANCE CONDITIONS:

Hazard insurance naming the lender as beneficiary will be maintained in an amount at least equal to the outstanding loan balance or the replacement value (whichever is less) of the collateral.

Hazard insurance includes fire, windstorm, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, marine, smoke, builder's risk during construction, and property damage. Worker's Compensation must be carried in accordance with State law.

Key person life insurance naming the lender as beneficiary will be maintained on *Thomas Hartline* in the amount of \$1,000,000.

#### 8) EQUITY CONDITION:

A minimum of *10* percent tangible balance sheet equity will be required. Tangible balance sheet equity will be determined in accordance with Generally Accepted Accounting Principles and will not include subordinated debt or appraisal surplus.

Prior to issuance of the Loan Note Guarantee, the lender will provide USDA Rural Development with a pro forma balance sheet, no older than 90 days, reflecting new debt and a certification that the borrower meets the minimum tangible balance sheet equity requirement.

#### 9) LOAN AGREEMENT CONDITIONS:

A loan agreement between the lender and borrower will be executed which conforms to RD Instruction 4279-B, § 4279.161(b)(11). The following covenants must be addressed in the loan agreement, at a minimum, as outlined below:

a. The borrower must obtain <u>reviewed</u> financial statements annually, starting in FY 2009, prepared by an independent Certified Public Accountant in accordance with Generally Accepted Accounting Principles, and submit them to the lender within 120 days of the business' fiscal yearend.

Financial statements will contain, at a minimum, a balance sheet and a profit and loss statement, reflecting the financial condition of the borrower as of its yearend. The lender is responsible for obtaining all required financial statements from the borrower, analyzing them, and providing copies of statements with a detailed written analysis to USDA Rural Development within 120 days.

- b. All personal and commercial guarantors of this loan must provide <u>compiled</u> financial statements to the lender within 120 days of guarantor's fiscal or calendar year.
- c. The borrower will refrain from co-signing or otherwise becoming liable for obligations or liabilities of others.
- d. Dividend payments will be limited to an amount that, when taken, will not adversely affect the repayment ability of the borrower. No dividend payments will be made unless (1) an after-tax profit was made in the preceding fiscal year, (2) the borrower is and will remain in compliance with covenants of the Loan Agreement and Conditional Commitment, (3) all borrower debts are paid to a current status, and (4) prior written concurrence of the lender is obtained. This is not intended to apply to dividend payments to cover personal tax liability resulting from profitability of the business.
- e. Borrower will not invest in additional fixed asset purchases in an annual aggregate of more than \$100,000 without concurrence of the lender. Borrower will not lease, sell, transfer, or otherwise encumber fixed assets without the concurrence of the lender. Disposition of fixed assets serving as collateral for this loan must also have the concurrence of USDA Rural Development.
- f. Compensation of officers and owners will be limited to an amount that, when taken, will not adversely affect the repayment ability of the borrower. This amount may not be increased year to year unless (1) an after-tax profit was made in the preceding fiscal year, (2) the borrower is and will remain in compliance with covenants of the Loan Agreement and Conditional Commitment, (3) all borrower debts are paid to a current status, and (4) prior written concurrence of the lender is obtained.

g. Borrower's debt-to-net worth, based upon yearend financial statements and as defined by Generally Accepted Accounting Principles, shall not exceed 4:00 to 1:00, and the Borrower's working capital, similarly defined, shall not fall below 1:00 to 1:00.

Debt-to-net worth shall be measured on a rolling four quarter average on a consolidating and consolidated basis. Borrower shall be allowed to move notes payable stockholders to equity when calculating debt-to-net worth. Repayment of notes payable stockholders shall not be allowed unless the borrower is in compliance after any disbursement or repayment.

Working capital shall be measured after allowing the Borrower to add back net plant increases that were not reflective in the current financial reporting period.

- h. Borrower shall not enter into any merger or consolidation or sell the business without prior written concurrence of the lender.
- i. Outside investment and loans/advances to stockholders, owners, officers, or affiliates require the prior written consent of the lender. Loans from stockholders, owners, officers or affiliates must be subordinated to the guaranteed loan or converted to stock. No payments are to be made on these debts unless the B&I loan is current and in good standing after payment or disbursement.

#### 10) ENVIRONMENTAL CONDITIONS:

The lender will provide USDA Rural Development with a completed FEMA Form 81-93, "Standard Flood Hazard Determination," for all parcels of real estate which will serve as security for the loan, if applicable,

#### 11) APPRAISAL CONDITION:

A current (less than 12 month old) appraisal acceptable to USDA Rural Development and completed in accordance with USPAP indicating that the fair market value of the security property is not less than:

Gas distribution system \$5,000,000, after a 15% discount.

** Both notes will be cross-collateralized and cross-defaulted, between Bank 2 and the B&I note with USDA.

Lenders will be responsible for ensuring that appraisal values adequately reflect the actual value of the collateral. A qualified appraiser must determine the appraised market value in accordance with RD Instruction 4279-B, section 4279.144, prior to advancing guaranteed loan funds. Real estate must be appraised by a qualified State Certified General. Due to the nature of the assets a business valuation appraisal will be acceptable. Per Oklahoma law, the assets are considered a chattle and not real estate.

#### 12) GUARANTEE CLOSING CONDITIONS:

Prior to issuance of the guarantee, the lender will provide USDA Rural Development with the following:

- a. A guarantee fee of \$80,000 (=  $$5,000,000 \times 80\% \times 2\%$ ) made payable to the U.S. Treasury.
- b. An executed Form RD 4279-4, "Lender's Agreement."
- c. A Loan Agreement, signed by the borrower and lender, that contains loan conditions set forth by the Agency.
- d. Written certification that the conditions set forth in RD Instruction 4279-B, § 4279.181, have been met.
- e. A copy of the executed loan and security instruments, with documentation of lien position, and evidence of the hazard and key person life insurance coverage required above. Documents include, but are not limited to, title opinions, title insurance policies, UCC filings, UCC searches, promissory note(s), mortgage(s), loan disbursement schedule, etc.
- f. A current (not more than 90 days old) <u>balance sheet</u> for the business prepared by an independent accountant in accordance with Generally Accepted Accounting Principles. The balance sheet must reflect the business' post-loan closing status. The business must have a tangible balance sheet equity position of no less than 10 percent at the time the Loan Note Guarantee is issued.
- g. Form 1980-19, Guaranteed Loan Closing Report.
- 13) ANNUAL RENEWAL FEE: An annual renewal fee will be paid once a year and is required to maintain the enforceability of the guarantee to the lender. The rate of the annual renewal fee is established by Rural Development in an annual notice published in the Federal Register, multiplied by the outstanding principal loan balance as of December 31 of each year, multiplied by the percent of guarantee. The rate is the rate in effect at the time the loan is obligated, and will remain in effect for the life of the loan.

Annual renewal fees are due January 31. Payments not received by April 1 are considered delinquent and, at the Agency's discretion, may result in cancellation of the guarantee to the lender. The current fee for FY 2010 is .25%. For loans where the Loan Note Guarantee is issued between October 1 and December 31, the first annual renewal fee payment will be due January 31 of the second year following the date the Loan Note Guarantee was issued.

#### 14) OTHER CONDITIONS:

a. The lender is required to hold in its own portfolio or retain a minimum of 5 percent of the total guaranteed loan amount. The amount required to be retained must be of the unguaranteed portion of the loan and cannot be participated to another. The lender may sell the remaining amount of the unguaranteed portion of the loan only through participation.

- b. Agency personnel and any person(s) accompanying Agency personnel shall be authorized to enter upon the premises and into any building thereon, whether permanent or temporary, jointly or separately, with personnel of the lender to carry out the functions involving their interests. Scheduled and unscheduled inspections may be conducted by these personnel to determine the effectiveness of the loan program.
- c. The lender will always retain the responsibility for loan servicing and for notifying the Agency of any violations of the terms of the Loan Agreement or Conditional Commitment. Agency regulations require the lender to provide a loan classification, with justification, for each loan. Whenever there is a change in the loan that would impact the original classification, a revised classification will be completed and sent to the Agency. The lender will arrange with the Borrower and the Agency for a visit during the first year and, at a minimum, every three years thereafter. Lender visits will be conducted by the Agency at least annually.
- d. Lender certifies by accepting this Conditional Commitment they understand that the intent of RD Instruction 4279-B, section 4279.181(m), is that no adverse change may occur during the period of time from Agency issuance of the Conditional Commitment to issuance of the Loan Note Guarantee relating to the borrower regardless of the cause or causes of the change and whether the change or cause(s) of the change were within the lender's or borrower's control. Prior to each disbursement, lender shall be in receipt of satisfactory evidence that there has been no unremedied adverse change in the financial or any other condition of the Borrower since the date of the application or since any preceding disbursements which would warrant withholding or not making further disbursements.
- e. The borrower, by accepting Form 4279-3, "Conditional Commitment," certifies that it is not delinquent on any Federal debt.
- f. By signing this Conditional Commitment, the lender and borrower certify that they understand and accept the conditions outlined herein.

Form RD 1980-19 GUARANTEED LOAN CLOSING REPORT (Rev 02-02) TRANSACTION CODE 4030					
1. CASE NUMBER		4. LENDER ID NO.	5. LENDER 6. LENDER STATUS TYPE CODE CODE		
			73-0242063	2 1	
ST CO BORROWER'S ID			7. CERTIFICATION EFFECTIV		
42-008-760449550			MO DA YR DATE	MO DA YR DATE	
2. BORROWER NAME AND ADDRI	ESS (INCLUDING ZIP CODE)	)	9. LENDER NAME AND ADDR	ESS (INCLUDING ZIP CODE)	
Fort Cobb Fuel Authority, LLC et al 18218 E. McDurmott,. Suite I Irvine, CA 92614			Bank 2 Attn: Tom O'Keefe 909 S. Meridian Avenue Oklahoma City, OK 73108		
3. BORROWER TYPE CODE			10. SERVICING OFFICE 42799		
11. SOURCE OF FUNDS	12. INTEREST ASSISTANCE CODE		13. GUARANTEE FEE PURPOSE CODE	14. FEE RATE	
1				2 %	
15. AMOUNT OF GUARANTEE FEE PAID	16. AMOUNT OF LOAN- LINE OF CREDIT		17. ADVANCE AMOUNT TO DATE	18. CLOSING DATE MO DA YR	
\$80,000.00	\$5,000,000.00		\$5,000,000.00		
19. MATURITY DATE OF LOAN  MO DA YR	20. TERM OF BUYDOWN/ INTEREST ASSISTAN YEARS		21. PERCENT OF LOAN GUARANTEED	22. LENDER'S NOTE INTEREST RATE ON GUARANTEED PORTION	
23. LENDER'S NOTE INTEREST	24. BUYDOWN/INTEREST	<del></del>	80 . 0 0 0 0 %	6.0000 % 26.RESERVED	
RATE ON NONGUARANTEED PORTION 6.0000 %	ASSISTANCE RATE		LINE OF CREDIT YEARS	10. RESERVED	
27. TYPE OF GUARANTEE 1-LINE OF CREDIT 2-LOAN NOTE GUARANTEE	28. INTEREST BASIS (360 OR 365 DAYS)	<del>V</del>	29. INTEREST RATE CODE 1 - SINGLE VARIABLE 2 - SINGLE FIXED 3 - MULTI VARIABLE 4 - MULTI FIXED	36. BALANCE OWED ON LOAN	
2	3 6		1.	\$5,000,000.00	
31. DATE GUARANTEE PERIOD BEGINS MO DA YR	32. DATE GUARANTEE PERIOD ENDS MO DA YR		33. ANNUAL REVIEW DATE MO DA YR	34. CERTIFIED LOAN N-NO Y-YES	
		٠.		N.	
35. AUTHORIZED LENDER'S SIGN I certify that all conditions of the c met and that this report accurately	onditional commitment have b	een	36, TITLE	37. DATE	
COMPL	ETED BY AGENCY SERVIC	ING OF	ACE	COMPLETED BY FINANCE OFFICE	
LOAN NUMBER	DBLIGATED LOAN NUMBER			O D D SER	
42. SIGNATURE OF AGENCY REPRESENTATIVE - 43. The the conditional commitment and the information is consistent with the conditional commitment and the supporting documentation provided by the lender.		43. TIT	99		
AGENCY SERVICING OFFICE (ORIGINAL) - FILE POSITION 2 LENDER					

According to the Papernork Reduction Act of 1995, as persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0137. The time required to complete this information collection is estimated to average I hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.





Form RD 4279-14 (05-07)

FORM APPROVED OMB No. 0570-0017

### UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

### UNCONDITIONAL GUARANTEE BUSINESS AND INDUSTRY GUARANTEED LOAN PROGRAM

Agency Loan #	42-008-760449550		
Agency Loan Name	Fort Cobb Fuel Authority, LLC et al		
Borrower	Fort Cobb Fuel Authority, LLC et al		
Commenter	See Attached Item 12		
Guarantor	<del></del>		
Guarantor Tax ID#	See Attached Item 12		
Lender	Bank 2		
Date	<u> </u>		
Note Amount	\$5,000,000		

#### 1. GUARANTEE

Guarantor unconditionally guarantees payment to Lender of 100% of all amounts owing under the Note including any costs. Due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

#### 2. NOTE

The "Note" is the promi	issory note dated	FWRSY A	2009	in the principal
amount of	\$5,000,000	Dolla	rs, from Bo	rrower to
Lender. It includes all r	notes, including notes issued t	ınder the multi-n	ote system	, and any
assumptions, renewal, s	ubstitution, or replacement of	f the notes.		

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0017. The time required to complete this information collection is estimated to average 30 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### 3. DEFINITIONS

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note.

"Guarantor" also includes single and multiple Guarantors who sign this Guarantee.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor, or any other guarantor, or anyone who pledges Collateral.

"Agency" means Rural Business Cooperative Service an Agency of the United States Department of Agriculture, Rural Development.

#### 4. LENDER'S GENERAL POWERS

With prior written consent from the Agency, Lender may take any of the following actions at any time, without notice to the Guarantor, without Guarantor's consent and without making demand upon Guarantor.

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the collateral, or any guarantee;
- C. Compromise or settle with the Borrower or any guarantor of the Note;
- D. Release any Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lien holder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

#### 5. FEDERALLAW

When the Agency is the holder, the Note and this Guarantee will be construed and enforced under Federal law, including Agency regulations. Lender or Agency may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens,

and other purposes. By using such procedures, the Agency does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against the Agency to deny any obligation, defeat any claim of the Agency, or preempt federal law.

#### 6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES

To the extent permitted by law,

- A. Guarantor waives all rights to:
  - 1) Require presentment, protest, or demand upon Borrower;
  - Redeem any Collateral before or after Lender disposes of it;
  - 3) Have any disposition of Collateral advertised; and
  - 4) Require a valuation of Collateral before or after Lender disposes of it.
- B. Guarantor waives any notice of:
  - 1) Any default under the Note;
  - 2) Presentment, dishonor, protest, or demand;
  - 3) Execution of the Note;
  - Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
  - 5) Any change in the financial condition or business operations of Borrower or any guarantor;
  - 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
  - 7) The time or place of any sale of other disposition of Collateral.
- C. Guarantor waives defenses based upon any claim that:
  - 1) Lender failed to obtain any guarantee;
  - 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
  - 3) Lender or others improperly valued or inspected the Collateral;
  - 4) The Collateral changed in value, or was neglected, lost, destroyed or underinsured;
  - 5) Lender impaired the Collateral;
  - 6) Lender did not dispose of any of the Collateral;
  - 7) Lender did not conduct a commercially reasonable sale;
  - 8) Lender did not obtain the fair market value of the Collateral;
  - 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
  - 10) Lender made errors or omissions in Loan Documents or administration of the Loan;
  - The financial condition of Borrower or any guarantor was overstated or has adversely changed;

- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

#### 7. DUTIES AS TO COLLATERAL

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

#### 8. SUCCESSORS AND ASSIGNS

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

#### 9. GENERAL PROVISIONS

- A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. AGENCY NOTA CO-GUARANTOR. Guarantor's liability will continue even if the Agency pays Lender. The Agency is not a co-guarantor with Guarantor. Guarantor has no right of contribution from the Agency.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements or other information requested by the Lender. Failure by the Guarantor to submit the requested information can result in the Lender taking appropriate action consistent with applicable law.
- G LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.

- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

#### 10. GUARANTOR ACKNOWLEDGMENT OF TERMS

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

#### 11. GUARANTOR ACKNOWLEDGEMENT OF FEDERAL DEBT.

Guarantor acknowledges and agrees that any loss claim paid by the Agency on the Note shall be a Federal Debt owed by Guarantor up to the amount in paragraph 1. Guarantor agrees to immediately reimburse the Agency for the loss claim. The Agency may use all remedies available to it, including those under the Debt Collection Improvement Act, to recover the Federal Debt from the Guarantor. The Agency's right to collect from the Guarantor is independent of the Lender's rights to collect under the Note and will not be affected by any release by the Lender. Any Agency collection under this paragraph does not need to be shared with the Lender.

#### 12. SIGNATURE(S)

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

#### A SEE ATTACHED

Fort Cobb Fuel Authority, LLC et al 76-0449550

#### CISHDATTA SSE X

Richard Varner 515-58-7981

#### CISHDATTA 332 X

Thomas Hartline 545-81-6308

#### Attachment Signature Page

Fort Cobb Oklahoma Irrigation Fuel Authority, L.L.C. d/b/a Fort Cobb Fuel Authority, L.L.C., Navitas OK3, L.L.C., Navitas Assets, L.L.C., and Navitas Utility Corporation, as Borrowers, Richard Varner and Thomas Hartline, as Guarantors, and Bank 2, as Lender 9512.0009/USDA Dec 2009

BORROWER:

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

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

By: THOMAS E. HARTLINE, President

NAVITAS UTILITY CORPORATION, a Nevada corporation

By: THOMAS E. HARTLINE, President

FORT COBB OKLAHOMA IRRIGATION FUEL AUTHORITY L.L.C., an Oklahoma limited liability company, d/b/a FORT COBB FUEL AUTHORITY, L.L.C.

By: NAVITAS ASSETS, L.L.C., a Delaware limited liability company, its Manager

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

By: THOMAS E. HARTLINE, President

NAVITAS OK3, L.L.C., an Oklahoma limited liability company

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

By: THOMAS E. HARTLINE, President

Attachment Signature Page

Fort Cobb Oklahoma Irrigation Fuel Authority, L.L.C. d/b/a Fort Cobb Fuel Authority, L.L.C., Navitas OK3, L.L.C., Navitas Assets, L.L.C., and Navitas Utility Corporation, as Borrowers, Richard Varner and Thomas Hartline, as Guarantors, and Bank 2, as Lender 9512.0009/USDA Dec 2009

**GUARANTORS:** 

RICHARD VARNER, an individual

THOMAS E. HARTLINE, an individual

## UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

## UNCONDITIONAL GUARANTEE BUSINESS AND INDUSTRY GUARANTEED LOAN PROGRAM

		ı
Agency Loan #	42-008-760449550	
Agency Loan Name	Fort Cobb Fuel Authority, LLC et al	
Borrower Tales and the second	Fort Cobb Fuel Authority LLC et al*	asean i sami ne ne ne ne ne
Guarantor	Richard Varner	
Guarantor Tax ID#		<u> </u>
Lender	Bank 2	1
Date	12-08-2009	4
Note Amount	\$5,000,000.00	_

#### 1. GUARANTEE

Guarantor unconditionally guarantees payment to Lender of <u>100</u> % of all amounts owing under the Note including any costs. Due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

#### 2. NOTE

The "Note" is the promissor	ry note dated	12-08-2009	in the principal
_	5,000,000.00	Dollars.	from Borrower to
amount of			
Lender. It includes all note	s, including notes issued u	mer me manu-note syste	,,
assumptions, renewal, subs	titution, or replacement of	the notes.	-

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0017. The time required to complete this information collection is estimated to average 30 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### 3. DEFINITIONS

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note. Whether tangible or intangible, including life insurance policies, inventory, and contract rights.

"Guarantor" also includes single and multiple Guarantors who sign this Guarantee.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor, or any other guarantor, or anyone who pledges Collateral.

"Agency" means Rural Business Cooperative Service an Agency of the United States Department of
Agriculture, Rural Development.

#### 4. LENDER'S GENERAL POWERS

With prior written consent from the Agency, Lender may take any of the following actions at any time, without notice to the Guarantor, without Guarantor's consent and without making demand upon Guarantor.

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the collateral, or any guarantee;
- C. Compromise or settle with the Borrower or any guarantor of the Note;
- D. Release any Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lien holder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

#### 5. FEDERAL LAW

When the Agency is the holder, the Note and this Guarantee will be construed and enforced under Federal law, including Agency regulations. Lender or Agency may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens,

and other purposes. By using such procedures, the Agency does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against the Agency to deny any obligation, defeat any claim of the Agency, or preempt federal law.

#### 6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES

To the extent permitted by law,

- A. Guarantor waives all rights to:
  - 1) Require presentment, protest, or demand upon Borrower;
  - 2) Redeem any Collateral before or after Lender disposes of it;
  - 3) Have any disposition of Collateral advertised; and
  - 4) Require a valuation of Collateral before or after Lender disposes of it.
- B. Guarantor waives any notice of:
  - 1) Any default under the Note;
  - 2) Presentment, dishonor, protest, or demand;
  - 3) Execution of the Note;
  - Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
  - 5) Any change in the financial condition or business operations of Borrower or any guarantor;
  - 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
  - 7) The time or place of any sale of other disposition of Collateral.
- C. Guarantor waives defenses based upon any claim that:
  - 1) Lender failed to obtain any guarantee;
  - 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
  - 3) Lender or others improperly valued or inspected the Collateral;
  - 4) The Collateral changed in value, or was neglected, lost, destroyed or underinsured;
  - 5) Lender impaired the Collateral;
  - 6) Lender did not dispose of any of the Collateral;
  - 7) Lender did not conduct a commercially reasonable sale;
  - 8) Lender did not obtain the fair market value of the Collateral;
  - Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
  - 10) Lender made errors or omissions in Loan Documents or administration of the Loan;
  - 11) The financial condition of Borrower or any guarantor was overstated or has adversely changed;

- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts:
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

#### 7. DUTIES AS TO COLLATERAL

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee.

Lender has no duty to preserve or dispose of any Collateral.

#### 8. SUCCESSORS AND ASSIGNS

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

#### 9. GENERAL PROVISIONS

- A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. AGENCY NOT A CO-GUARANTOR. Guarantor's liability will continue even if the Agency pays Lender. The Agency is not a co-guarantor with Guarantor. Guarantor has no right of contribution from the Agency.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements or other information requested by the Lender. Failure by the Guarantor to submit the requested information can result in the Lender taking appropriate action consistent with applicable law.
- G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.

- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

#### 10. STATE-SPECIFIC PROVISIONS

*Borrowers are Fort Cobb Oklahoma Irrigation Fuel Authority L.L.C. d/b/a Fort Cobb Fuel Authority, L.L.C., Navitas OK3, L.L.C., Navitas Assets, L.L.C., and Navitas Utility Corporation

#### 11. GUARANTOR ACKNOWLEDGMENT OF TERMS

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

#### 12. GUARANTOR ACKNOWLEDGEMENT OF FEDERAL DEBT

Guarantor acknowledges and agrees that any loss claim paid by the Agency on the Note shall be a Federal Debt owed by Guarantor up to the amount in paragraph 1. Guarantor agrees to immediately reimburse the Agency for the loss claim. The Agency may use all remedies available to it, including those under the Debt Collection Improvement Act, to recover the Federal Debt from the Guarantor. The Agency's right to collect from the Guarantor is independent of the Lender's rights to collect under the Note and will not be affected by any release by the Lender. Any Agency collection under this paragraph does not need to be shared with the Lender.

#### 13. SIGNATURE(S)

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

### SIGNATURE PAGE TO USDA RURAL DEVELOPMENT FORM RD 4279-14

## UNCONDITIONAL GUARANTEE BUSINESS AND INDUSTRY GUARANTEED LOAN PROGRAM

RICHARD VARNER

## UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

#### UNCONDITIONAL GUARANTEE BUSINESS AND INDUSTRY GUARANTEED LOAN PROGRAM

Agency Loan #	42-008-760449550			
Agency Loan Name	Fort Cobb Fuel Authority, LLC et al			
Borrower and approximate the larger argument and the	Fort Cobb Fuel Authority LLC et al*			
Guarantor	Thomas Hartline			
Guarantor Tax ID#				
Lender	Bank 2			
Date	12-08-2009			
Note Amount	\$5,000,000.00			

#### 1. GUARANTEE

Guarantor unconditionally guarantees payment to Lender of <u>100</u> % of all amounts owing under the Note including any costs. Due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

#### 2. NOTE

The "Note" is the promiss	ory note dated	12-08-2009	in the principal
amount of	5,000,000.00	Dollar	s, from Borrower to
Lender. It includes all no	otes, including notes issued t	ınder the multi-note sys	tem, and any
assumptions, renewal, su	bstitution, or replacement of	the notes.	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0017. The time required to complete this information collection is estimated to average 30 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### 3. DEFINITIONS

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note. Whether tangible or intangible, including life insurance policies, inventory, and contract rights.

"Guarantor" also includes single and multiple Guarantors who sign this Guarantee.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor, or any other guarantor, or anyone who pledges Collateral.

"Agency" means Rural Business Cooperative Service an Agency of the United States Department of Agriculture, Rural Development.

#### 4. LENDER'S GENERAL POWERS

With prior written consent from the Agency, Lender may take any of the following actions at any time, without notice to the Guarantor, without Guarantor's consent and without making demand upon Guarantor.

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the collateral, or any guarantee;
- C. Compromise or settle with the Borrower or any guarantor of the Note;
- D. Release any Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lien holder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

#### 5. FEDERAL LAW

When the Agency is the holder, the Note and this Guarantee will be construed and enforced under Federal law, including Agency regulations. Lender or Agency may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens,

and other purposes. By using such procedures, the Agency does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against the Agency to deny any obligation, defeat any claim of the Agency, or preempt federal law.

#### RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES

To the extent permitted by law,

- A. Guarantor waives all rights to:
  - 1) Require presentment, protest, or demand upon Borrower;
  - Redeem any Collateral before or after Lender disposes of it;
  - 3) Have any disposition of Collateral advertised; and
  - 4). Require a valuation of Collateral before or after Lender disposes of it.
- B. Guarantor waives any notice of:
  - 1) Any default under the Note;
  - 2) Presentment, dishonor, protest, or demand;
  - 3) Execution of the Note;
  - 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
  - 5) Any change in the financial condition or business operations of Borrower or any guarantor;
  - 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
  - 7) The time or place of any sale of other disposition of Collateral.
- C. Guarantor waives defenses based upon any claim that:
  - 1) Lender failed to obtain any guarantee;
  - 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
  - 3) Lender or others improperly valued or inspected the Collateral;
  - 4) The Collateral changed in value, or was neglected, lost, destroyed or underinsured;
  - 5) Lender impaired the Collateral;
  - 6) Lender did not dispose of any of the Collateral;
  - 7) Lender did not conduct a commercially reasonable sale;
  - 8) Lender did not obtain the fair market value of the Collateral;
  - 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
  - 10) Lender made errors or omissions in Loan Documents or administration of the Loan;
  - 11) The financial condition of Borrower or any guarantor was overstated or has adversely changed;

- Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

#### 7. DUTIES AS TO COLLATERAL

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee.

Lender has no duty to preserve or dispose of any Collateral.

#### 8. SUCCESSORS AND ASSIGNS

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

#### 9. GENERAL PROVISIONS

- A. ENFORCEMENT EXPENSES. Guaranter promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. AGENCY NOT A CO-GUARANTOR. Guarantor's liability will continue even if the Agency pays Lender. The Agency is not a co-guarantor with Guarantor. Guarantor has no right of contribution from the Agency.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements or other information requested by the Lender. Failure by the Guarantor to submit the requested information can result in the Lender taking appropriate action consistent with applicable law.
- G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.

- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

#### 10. STATE-SPECIFIC PROVISIONS

*Borrowers are Fort Cobb Oklahoma Irrigation Fuel Authority L.L.C. d/b/a Fort Cobb Fuel Authority, L.L.C., Navitas OK3, L.L.C., Navitas Assets, L.L.C., and Navitas Utility Corporation

#### 11. GUARANTOR ACKNOWLEDGMENT OF TERMS

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

#### 12. GUARANTOR ACKNOWLEDGEMENT OF FEDERAL DEBT

Guarantor acknowledges and agrees that any loss claim paid by the Agency on the Note shall be a Federal Debt owed by Guarantor up to the amount in paragraph 1. Guarantor agrees to immediately reimburse the Agency for the loss claim. The Agency may use all remedies available to it, including those under the Debt Collection Improvement Act, to recover the Federal Debt from the Guarantor. The Agency's right to collect from the Guarantor is independent of the Lender's rights to collect under the Note and will not be affected by any release by the Lender. Any Agency collection under this paragraph does not need to be shared with the Lender.

#### 13. SIGNATURE(S)

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

## SIGNATURE PAGE TO USDA RURAL DEVELOPMENT FORM RD 4279-14 ....

## UNCONDITIONAL GUARANTEE BUSINESS AND INDUSTRY GUARANTEED LOAN PROGRAM

THOMAS E. HARTLINE

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY STANDARD FLOOD HAZARD DETERMINATION		Cust Num: 79921 O.N. Cost Cent: Expire:		3 No. 1660-0040 December 31, 2011	
SECTION I					
1. LENDER NAME AND ADDRESS	COLLATERAL(Building/Mobile I (Legal description may be attached	lome/Personal propert i)	y ) PROPERTY ADDR	ESS	
BANK 2 909 S. MERIDIAN OKLAHOMA CITY, OK 73108	FORT COBB OKLAHOMA IRRIGA SEE EXHIBIT CADDO COUNTY, OK 73111	TION			
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLO	OOD INSURANCE RE	QUIRED	
•		   <b>\$</b>			
11521	SECTION II				
A. NATIONAL FLOOD INSURANCE PROGRAM		TION			
1. NFIP community name	2. County(ies)		3. State	4. NFIP community number	
CADDO COUNTY *	Unincorporated Areas		ок	400479	
B: NATIONAL FLOOD INSURANCE PROGRAM	(NFIP) DATA AFFECTING BUIL	DING / MOBILE HO	MEGA TRANSPIRA	ការសារនៅការ ស្រាកការការ	
NFIP map number or community - panel number (community name, if not the same as in "A").	NFIP map panel effective/ revised date	3. LOMA/LOMR	4. Flood zone/BFE	5. No NFIP map	
40 <b>04</b> 79-0125D	09/27/1991	Yes Date	×		
C. FEDERAL FLOOD INSURANCE AVAILABIL	Y (check all that apply)	165 Date		<del></del>	
		X Regular Program	Emergency F	rogram of NFIP	
Flood insurance is available (community participg)     Federal Flood insurance is not available because.	e community is not participating in th	e NFIP.			
Building/Mobile home is in a Coastal Barrier Resavallable.	sources Area (CBRA) or Otherwise F	rotected Area ( OPA ),	regeral Flood Insulai	ice may not so	
CBRA/OPA designation date:					
D. DETERMINATION					
IS BUILDING / MOBILE HOME IN SPECIAL FLOOD (ZONES CONTAINING THE LETTERS "A" OR "V")? If yes, flood insurance is required by the Flood Disaster If no, flood insurance is not required by the Flood Disaster. COMMENTS (optional):	Protection Act of 1973.	Yes	X No		
	: Life Of Loan				
Request Date: 12/10/2009 Service Type Requested B	y: RAYNIE HARRISON				
Input address: SEE EXHIBIT, CADDO COUNTY, OK HMDA Information: MSA/MD: 36420 NECTA: State: 40 Additional Information : SEE ATTACHED LEGAL	73111 0 County: 015 Census Tract: 9617.00				
This flood determination is provided solely for the Act and may not be used for or relied upon by any purchase a property or determining the value of a	property.	outhose, inciduing, or			
This determination is based on examining the NFIP m locate the building/mobile home on the NFIP map.	ap,any Federal Emergency Manager	nent Agency revisions		ormation needed to	
F.PREPARER'S INFORMATION		Certificate:	45256792-0	IATION	
· Name, address, telephone number (if other than lender	er)	D/	ATE OF DETERMIN	ATION	
LERETA LL 1123 South Covina, CA (800) 736 - 3	Park Vlew Drive 91724		12/10/2009		

USDA	
Form RD	1940-20
(Rev. 4-0)	6)

#### Position 3

FORM	A A P	PRC	VED
OMB	No.	0575	5-0094

(Rev. 4-06)					Name	of Projec	at .	
	UEST F	OR E	IVIRONN	MENTAL INFORMATION				
				-	Locati	ion	<del></del>	
					20041	· · · · · · · · · · · · · · · · · · ·		
				nent or Analysis been prepared for this	project?			
Yes No Copy  1b. If "No." provide the information				S EXHIBIT I.				
Item 2. The State Historic Preservatio	n Officer	(SHPO)	has been pr	rovided a detailed project description a				submit
comments to the appropriate R  Item 3. Are any of the following land	ural Deve	lopment	Office. [	Yes No Date description sees either to be affected by the proposa				acent to
the project site(s)? (Check app					- 01 10001		<u></u>	
• • • • • • • • • • • • • • • • • • • •							NT. Y	
	Yes	No U	nknown			Yes	No U	Jnknown ⁄
1. Industrial				19. Dunes	••			
2. Commercial				20. Estuary	••			
3. Residential				21. Wetlands	••••		_ 🗆	Ø
4. Agricultural				22. Floodplain	••••			
5. Grazing	E			23. Wilderness				
6. Mining, Quarrying	П			(designated or proposed under the Wilderness Act)				
,	_		_/	24. Wild or Scenic River	*****			
7. Forests		. 🗆	g	(proposed or designated under		!		
8. Recreational				and Scenic Rivers Act)				
9. Transportation				<ol> <li>Historical, Archeological Sites</li> <li>(Listed on the National Registe</li> </ol>	r of		ш	٠.
10. Parks				Historic Places or which may be eligible for listing)				_
	14	, 	П	26. Critical Habitats				
11. Hospital			_	(endangered/threatened species)		,	,	
12. Schools	Ø			27. Wildlife	<b></b>			
13. Open spaces			V	28. Air Quality	<b></b>			
14. Aquifer Recharge Area		, 🗆		29. Solid Waste Management	•••••			
15. Steep Slopes				30. Energy Supplies	•••••			
16. Wildlife Refuge		_ 🗆		31. Natural Landmark				
17. Shoreline				(Listed on National Registry of Na Landmarks)	шги			_
18. Beaches			Ø	32. Coastal Barrier Resources Syste		_ 🖵	₩	
Item 4. Are any facilities under your owner consideration for listing on the En	ership, lea vironmen	se, or su tal Protec	pervision to ction Agend	be utilized in the accomplishment of t cy's List of Violating Facilities?	his proje Yes [		Tisted o	or under
12-9-09				Signed:		#		
(Date)				-	(Applica	ant)		
							•	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0094. The time required to complete this information collection is estimated to average 6 to 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

(Title)

# Question 17

#### Navitas Utility Corporation

Invoice

3186-D Airway Ave Costa Mesa, CA 92626

Date	Invoice #
1/31/2012	1201TNNG

	Bill To						Ship To			
	Navitas	TN NG LLC								
P.O.	Number	-	Terms	Rep	Ship	Via	F.	.О.В.		Project
		Due on receipt 11/30/2011								
Qua	ıntity	Item C	ode		Descript	tion		Price Ea	ich	Amount
	549 549 549 549 1,144.7 4,871.8	25000 Opera 25000 Opera 25000 Opera 25000 Opera 25000 Opera 24000 Purch 24000 Opera Reimb Group Reimb Group	customer Service Labor Equipment Fuel Surcharge Commodity - Byrdstown / Fentress Commodity - Jellico Meter Rent  PRoad bore branch saddle, 4" poly calce & 4" PE gas line 452' 4" SDR 11 Service line installed 1" Service riser Total Reimbursable Expenses Markup Total Reimbursable Expenses  TN NG Billing 394 pieces Total Reimbursable Expenses Markup Total Reimbursable Expenses Markup Total Reimbursable Expenses Markup Total Reimbursable Expenses					7.50 10.00 10.00 28.20182 7.05046 1.00 5.51082 5.39038 3.00 1,659.00 3,693.00 1,337.92 132.66 5.163.58 5.00% 114.26 114.26 114.26 5.00% 225.00 225.00		
-		,	,	Markup Total Reimbi	irsable Expenses		7	Total	5.00%	\$69,516.06
	Phone # Fax # E-mail  (714) 242 - 4064 (714) 850 -0876 thartline@navitasi			nail itasutility.com						
	(714)	4004 - محد	(/14/0	20-00/0	martimewinav	nasquinty.com	1			

Total	Finance charge Interest on notes Interest on invoice	Fuel Charge Number of Customers	Meter rant Meters out Monthly charge	Commodity Byrdstown / Fentress Jellico	Materials  Materials ! New Construction	NC labor NC equipment	Customer Service O&M labor O&M equipment	Breakdown Administration	Administration Customer Service O&M labor O&M equipment New construction New constr labor New constr equip	Subtotal	Jellico	Byrdstown Femtress & Pickett *FT RATE	Operations and Maintenance
tal \$ 69,516.06	\$	549 \$ 549.00	553 3.00 \$ 1,659.00	6,308.23 26,260.85 \$ 32,569.08	5,777,98 \$ 5,777.98	\$ 28,961.00	5,490.00 15,482.80 3,870.70	4,117.50	14% 7.5000 19% 10.0000 53% 28.2018 13% 7.0505 0.00% 7.0505	28,961		2,950 375	
<b>[</b> 01]		J)	٦	<u>.</u>	71	-1	Domestic Taps 1 6				7.50 \$	\$ 7.50 \$ 10 \$ 7.50 \$ 10	Admin Cusi
				56 60	31 35 35 40 40 45		ਰ	Custom/mile	Steps To Calculate Customers (From Rate Code Report):	ŀ	↔ .	10.00 \$ 41.50	\$0
				7.50			7.50 7.50 7.50	Admin Cust	rs (From Rate Code )	l	4	10 50	Custor
				10.00 10.00 10.00 6.50			10.00 45.00 10.00 45.00 10.00 41.50	Cust. Serv. Chg/cust	Report):			0.5	
						Metro	Community Town City	Tariff					Koute # Density
						51 and Over	1 to 20 21 to 35 36 to 50	Cstmr Dnsty			0	0 0 \$0.000	Rate Code
						œ r		Ψ̈́				\$0.00	6

Materials - TN NG LLC	
USPS	\$114.26
Hull Brothers	\$5,163.58
Volunteer Trenching	
Wyatt, Tarrant, & Combs LLP	\$225.00
Sub-total	\$5,502.84
Mark-up	5%
	\$275,14
Total	\$5,777.98

34,244	\$ 26,260.85	100.00%	48,718	Total Sales
34,244	\$ 26,260.85	100.00%	48,718	Jellico (TN)
<b>Prior Month</b>	<b>PGA Portion</b>	% Usage	Sales (CCF)	System
	26,260.85 \$ 26,260.85	\$ 3.85 3.85	6,821 6,821	DelGasco (Trans & Supply)
	Total	Rate	Quantity	DelGasso Dineline
32,548	\$ 24,673.02	100.00%	44,772	Total Sales
26,015 6,533	\$ 18,364.79 \$ 6,308.23	74.43% 25.57%	33,325 11,447	Albany (KY) Byrdstown/Fentress (TN)
Prior Month	<b>PGA Portion</b>	% Usage	Sales (CCF)	System
	\$ 24,673.02	\$ 4.58	9,542	
	2,700.87	\$ 0.60	4,477	B & W (Transportation)
	20,153.64	\$ 3.98	5,065	EDF (Supply)
	1,818.51	<del>()</del>		Spectra (Transportation)
				Navitas Utility Corporation Spectra Pipeline
	Total	Rate	Quantity	

3186-D Airway Ave Costa Mesa, CA 92626

## **Credit Memo**

Date	Credit No.
1/1/2012	1201TNNG CM

Customer		
Navitas TN NG LLC	 	

P.O. No.	Project

Description	Qty	Rate	Amount
To correct for NUC overbilling in 2011 based on B & W Pipeline		487.12	-487.12
projection To correct for B & W overbilling NUC in 2011, pass thru		272.55	-272.55
			-
			:
THE PROPERTY OF THE PROPERTY O			
		Total	\$-759.67
		Invoices	\$0.00
		Balance Cre	

	9		1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	Billing	NUC
	111/12		Nov-11	Oct-11	Sep-11	Aug-11	Jul-11	Jun-11	May-11	Apr-11	Mar-11	Feb-11	Jan-11	Month	Allocation
	407	15,769.94	3,199.64	950.58	1,005.55	1,370.59	570.00	2,078.36V	940.80 √	1,034.40	2,570.72	683.82	1,365.48	B&W	
	コンダン マングトコ	9,232.68	1,952.88	866.82	563.46	610.56	461.58	739.44	933.54	1,119.30	1,985.10	,	07	Transport	Previously billed
	credit from NUC	6,537.26	1,246.76	83.76	442.09	760.03	108.42	1,338.92	7.26	-84.90	585.62	683.82	1,365.48	Gas	unbilled
	ean NU		79.93%	86.72%	86.25%	86.19%	96.53%	91.55%	83.65%	89.61%	82.41%	84.90%	71.89%	₹	
ź.	C 50 72		20.07%	13.28%	13.75%	13.81%	3.47%	8.45%	16.35%	10.39%	17.59%	15.10%	28.11%	Ĭ	
~	- Z - Z	5,410.80	996.57	72.63	381.31	655.09	104.66	1,225.77	6.07	(76.08)	482.60	580.55	981.63	KY portion	
	move 10	1,126.46	250.19	11.13	60.78	104.94	3.76	113.15	1.19	(8.82)	103.02	103.27	383.85	TN portion	
	8														

乏 8

# Customer Open Balance All Transactions B & W Pipeline, LLC

**Custome Open Balance** B&W Pipeline, LLC

As of December 31, 2011

**Customer: Navitas Utility Corporation** 

Credit Memo To Record Line Loss in Excess of 10%		-1,942.00	٥	-1,942.0	10/31/2011	GL 102011	3	10/31/2011	Credit Memo
Credit Memo To Record Line Loss in Excess of 10%	8	-141.00	D.	-141.00	04/30/2011	GL 042011	2	04/30/2011	Credit Memo
Transportation Charges for the mont of December 2011	.87	2,700.87	7 (2)	, 2,700.87	12/31/2011	GL 122011	52	12/31/2011	Invoice
Transportation Charges for the mont of November 2011	.03	1,893.03	3	1,693.03	11/30/2011	GL 112011	50	11/30/2011	Invaice
Gas Sold November 2011	.61	1,306.61	1	1,306.61	11/30/2011	GL 112011	48	11/30/2011	Invoice
Transportation Charges for the mont of October 2011	58	85.056	K,	950,58	10/31/2011	GL 102011	47	10/31/2011	Invoice
Transportation Charges for the mont of September 2011	56	560,46	<	560.46	09/30/2011	GL 092011	44	09/30/2011	lavoice
Gas Sold September 2011	99	445.09	<.	445.09	09/30/2011	GL 092011	43	09/30/2011	Invoice
Transportation Charges for the mont of August 2011	46	608.46	<	608,46	08/31/2011	GL 082011	42	08/31/2011	Invoice
Gas Sold August 2011	13	762.13	ς.	762.13	08/31/2011	GL 082011	40	08/31/2011	invoice
Transportation Charges for the mont of July 2011	00	570.00	Κ.	570.00	07/31/2011	GL 072011	39	07/31/2011	Invoice
Gas Sold June 2011	.56	1,368.56	3	1,368 56	06/30/2011	GL 062011	36	06/30/2011	Invoice
Transportation Charges for the mont of June 2011	80	709.80		709.80	06/30/2011	GL 062011	35	06/30/2011	Invoice
Transportation Charges for the mont of May 2011	30	940,80		940.80	05/31/2011	GL 052011	33	05/31/2011	Invaice
Transportation Charges for the mont of April 2011	40	1,034.40		1.034.40	04/30/2011	GL 042011	32	04/30/2011	Invoice
Transportation Charges for the mont of March 2011	80	1,882.80		1,882.80	03/31/2011	GL 032011	30	03/31/2011	Invoice
Gas Sold March 2011	32	687.92	<i>/</i>	687.92	03/31/2011	GL 032011	28	03/31/2011	invoice
Concept Billed	ınt	Amount	nce	Open Balance	Due Date	Memo	Num	Date	Туре

	·	<u>c</u>	of of	
		8690	892	7
		12%	10%	トラ
	9	94.00°	ol. ham!	29.17 12 24.92 14.62
		2225	251.10	14.65
12 TI REDUCE GLAS EXPORT 11/12	(3) REDUCE GROS EXPAS, ISSUE CREDIT FROM NUL TO TAI.	27255 (2) BILL OUT IN JAN NIK		TOTAL BALANCE DUE: 14,338.51

1684.10 126.25 1864.10

CREDITS AVAILABLE TO CUSTOMER

TOTAL BILLED:

16,421.51 -2,083.00

## Invoice

3186-D Airway Ave Costa Mesa, CA 92626

Date	Invoice #
2/29/2012	1202TNNG

Bill To	2012	Ship To	
Navitas TN NG LLC	020		

P.O. Number		Terms	Rep	Ship	Via	F	.O.B.		Project
	Due	on receipt		2/29/2012					
Quantity	Item C	ode		Descrip	tion		Price Ea	ich	Amount
550 550 550 550 550 1,735.1 6,909.8	25000 Opera 25000 Opera 25000 Opera 25000 Opera 25000 Opera 24000 Purch 24000 Purch 25000 Opera Reimb Group	tions C L L L L L L L L L L L L L L L L L L	Administration Customer Section Labor Equipment Fuel Surchar Commodity Commodity Meter Rent	rvice ge Byrdstown / Fentres	S			7.50 10.00 28.21091 7.05273 1.00 4.27081 4.01968 3.00	4,125.00 5,500.00 15,516.00 3,879.00 550.00 7,410.29 27,775.20 1,665.00
	Reimb Group	T T M T	Fotal Reimbi Markup Fotal Reimbi	ng 357 pieces ursable Expenses ursable Expenses				5.00%	114.24 114.24 5.71 119.95
		for the state of t	ariff filings Fotal Reimbi Markup	e Expense nal services render the nrsable Expenses nrsable Expenses	ru 01.31.11 regardin	g interim		139.00 3,522.04 5.00%	139.00 3,522.04 3,661.04 183.05 3,844.09
Ph	none #	Fa	x#	E-r	mail		Total	, <u>, , , , , , , , , , , , , , , , , , </u>	\$70,384.53
ı						i			

Phone # Fax # E-mail

(714) 242 - 4064 (714) 850 -0876 thartline@navitasutility.com

Total	Finance charge Interest on notes Interest on invoice	Fuel Charge Number of Customers	Meter rent Meters out Monthly charge	Byrdstown / Fentress Jellica	Commodity		Materials / New Construction	Materials		NC equipment	NC labor	O&M equipment	O&M labor	Customer Service	Administration	New constr equip	New constr labor	New construction	O&M equipment	O&M labor	Customer Service	Percentages Administration	Subtotal	Jellico	Fentress & Pickett *FT RATE	Byrdstown	Operations and Maintenance
\$ 70,384,53	\$ .	550 \$ 550.00	555 3.00 \$ 1,665.00	7,410.29 27,775.20 \$ 35,185.49		\$ 3,964.04	3,964.04		\$ 29,020.00	i.		3,879.00	15.516.00	5.500.00	4 125 00	0.0%	0.0%					14% 7.5000	29,020	25,636	375	3,009	
	·			56	51 55						11 15		1 to 5	Domestic Taps	Custom/mile	Steps To Calculate Custom							52.76	\$ 7.50 \$ 10.00 \$ 34.50	7.50 \$ 10.00 \$	\$ 7.50 \$ 10.00 \$ 41.50	Admin Cust Serv \$D
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#### Materials - TN NG

Materials - TN NG LLC	
USPS	\$114.24
Hull Brothers	
Ron Comingdeer	\$139.00
Volunteer Trenching	
Wyatt, Tarrant, & Combs LLP	\$3,522.04
Sub-total	\$3,775.28
Mark-up	5%
·	\$188.76
Total	\$3,964.04

48,718	\$ 27,775.20	100.00%	69,098	Total Sales
48,718	\$ 27,775.20	100.00%	69,098	Jellico (TN)
<b>Prior Month</b>	<b>PGA Portion</b>	% Usage	Sales (CCF)	System
	27,775.20 \$ 27,775.20	\$ 3.55 \$ 3.55	7,824 7,824	DelGasco (Trans & Supply)
***	Total	Rate	Quantity	DelGasso Bineline
44,772	\$ 29,337.92	100.00%	68,694	Total Sales
33,325 11,447	\$ 21,927.63 \$ 7,410.29	74.74% 25.26%	51,343 17,351	Albany (KY) Byrdstown/Fentress (TN)
Prior Month	<b>PGA Portion</b>	% Usage	Sales (CCF)	System
	\$ 29,337.92	\$ 4.10	13,611	
	3,912.00	\$ 0.60	6,869	B & W (Transportation)
	23,588.30	\$ 3.50	6,742	EDF (Supply)
	1.837.62			Spectra Pipeline Spectra (Transportation)
	Total	Rate	Quantity	

## Invoice

3186-D Airway Ave Costa Mesa, CA 92626

(714) 242 - 4064

(714) 850 -0876

Date	Invoice #
3/31/2012	1203TNNG

	Bill T	ō				] [	Ship To					
	Navitas	TN NG LLC										
P.O.	Number		Terms	Rep	Ship	Via	F	.O.B.		Project		
		Due	on receipt		3/31/2012							
Qua	ntity	Item C	ode		Descript	tion		Price Ea	ch	Amount		
	549 549 549 549 1,188.2 5,383.7	25000 Opera 25000 Opera 25000 Opera 25000 Opera 25000 Opera 24000 Purch 24000 Purch 25000 Opera Reimb Group	ntions tions tions tions tions asing asing tions	Commodity - Meter Rent  Service 200' . Total Reimbu Markup Total Reimbu TN NG Billir Total Reimbu Markup	ge Byrdstown / Fentress Jellico Jellico Elementary 2" arsable Expenses arsable Expenses	S			7.50 10.00 28.20182 7.05046 1.00 4.48054 3.74335 3.00 2.477.00 5.00%	4,117.50 5,490.00 15,482.80 3,870.70 549.00 5,323.78 20,153.10 1,653.00  2,477.00 2,477.00 123.85 2,600.85  107.52 107.52 5.38 112.90		
		Kelino Orou		Jellico Franci Total Reimbu Markup	ial services render thr nise irsable Expenses irsable Expenses	u 02.29.11 regard	garding city of 3,749.65 3, 5.00% 3,749.65 3,					
ſ	Ph	one#	- Fa	ax#	E-n	nail		Total		\$63,290.76		

thartline@navitasutility.com

Total	Finance charge Interest on notes Interest on invoice	Fuel Charge Number of Customers	Meter rent Meters out Monthly charge	Kindo	Byrdstown / Fentress	Commodity		Materials / New Construction	Materials		NC equipment	NC labor	O&M equipment	O&M labor	Customer Service	Administration	Breakdown	New constr equip	New constr labor	New construction	O&M equipment	O&M labor	Customer Service	Administration	Percentages	Subtotal	Jellico	Fentress & Pickett *FT RATE	Byrdstown	Cherations and maintenance
\$ 63,290.75	8	549 \$ 549.00	551 3.00 \$ 1,653.00	\$ 25,476.88	5,323,78 20,48340		\$ 6,650,88	1		\$ 20,901.00			3,870.70	15,482.80	5,490.00	4,117,50		0.0%	0.0%					14% 7.5000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	28.961	25,636 \$	375 \$	2,950	
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						55 7.50				30 7.50						/mile Admin		Steps To Calculate Customers (From Rate Code Report):										12	41.50 10 50	C)W Costonier
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												Metro	City	Town	Community	Tariff											0	0	0	Notice # Delibity
												51 and Over	36 to 50	21 to 35	1 to 20	Cstmr Dnsty											0 \$0.000	0 \$0.000	0 \$0.000	Vale Code 1 at 11
•																									,	\$0.000	\$0.00	\$0.00	\$0.00	>

#### Materials - TN NG

Materials - TN NG LLC	
USPS	\$107.52
Hull Brothers	
Ron Comingdeer	
Volunteer Trenching	\$2,477.00
Wyatt, Tarrant, & Combs LLP	\$3,749.65
Sub-total	\$6,334.17
Mark-up	5%
	\$316.71
Total	\$6,650.88

Total Sales	Jellico (TN)	System	DelGasco (Trans & Supply)	DelGasco Pineline	Total Sales	Albany (KY) Byrdstown/Fentress (TN)	System	Navitas Utility Corporation Spectra Pipeline Spectra (Transportation) EDF (Supply) B & W (Transportation)
53,837	53,837	Sales (CCF)	6,501 6,501	Quantity	48,471	36,589 11,882	Sales (CCF)	6,210 4,693 10,903
100.00%	100.00%	% Usage	\$ 3.10	Rate	100.00%	75.49% 24.51%	% Usage	\$ 3.09 \$ 0.18 \$ 3.27
\$ 20,153.10	\$ 20,153.10	PGA Portion	20,153.10 \$ 20,153.10	Total	\$ 21,717.62	\$ 16,393.84 \$ 5,323.78	PGA Portion	1,693.58 19,195.79 828.25 \$ 21,717.62
69,098	69,098	<b>Prior Month</b>			68,694	51,343 17,351	<b>Prior Month</b>	



3186-D Airway Ave Costa Mesa, CA 92626

(714) 242 - 4064

(714) 850 -0876

Date	Invoice #
4/30/2012	1204TNNG

	Bill T	ĨO .					Ship To					
	Navitas	TN NG LLC		************	<del></del>	1			<u> </u>			
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P.O.	Number	I	Terms	Rep	Ship	Via	F	.O.B.	Project			
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		Due	on receipt		4/30/2012							
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				tal Reimbu	rsable Expenses		ł		52	25.00		
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I				T			7	Total	\$47,765	5.02		
	Ph	one #	Fax	#	E-m	nail			,			
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thartline@navitasutility.com

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tomers 548																
Ss 500 Total	Fuel Charge															
ice Total	Number of Customers	- 1														
ice Total		S	548.00													
rice Total																
Fotal	Interest on notes															
Total	Interest on notes															
		8	-													
		•														
	Tot		47,765.02													

Materials - TN NG LLC USPS Hull Brothers	\$120.00
Ron Comingdeer	:
Volunteer Trenching	\$500.00
Wyatt, Tarrant, & Combs LLP	\$4,479.47
Sub-total	\$5,099.47
Mark-up	5%
	\$254.97
Total	\$5,354.44

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			Prior Month	36,589	48,471			Prior Month	53,837	53,837
Total	2,136.82 6,339.26	\$ 9,870.60	PGA Portion	\$ 8,186.71 \$ 1,683.89	\$ 9,870.60	Total	9,597.69	PGA Portion	\$ 9,597.69	\$ 9,597.69
Rate	\$ 2.84 0.60	3.44	% Usage	82.94% 17.06%	100.00%	Rate	\$ 2.89	% Usage	100.00%	100.00%
Quantity	2,235	4,559	Sales (CCF)	19,277 3,965	23,242	Quantity	3,321	Sales (CCF)	38,386	38,386
	Navitas Utility Corporation Spectra Pipeline Spectra (Transportation) EDF (Supply)		System	Albany (KY) Byrdstown/Fentress (TN)	Total Sales		DelGasco Pipeline DelGasco (Trans & Supply)	System	Jellico (TN)	Total Sales



3186-D Airway Ave Costa Mesa, CA 92626

Date	Invoice #
5/31/2012	1205TNNG

Bill To.					Ship To	
Navitas TN N	GLLC			i		
Number	Terms	Rep	Ship	Via	F.O.B.	Project

P.O. Numbe	r T	erms	Rep	Ship	Via	F	.O.B.		Project
	Due	on receipt		5/31/2012					
Quantity	Item Co	ode		Descript	ion		Price Ea	ach	Amount
545 545 545 545 545 145.7 2,172.3	25000 Operat 25000 Operat 25000 Operat 25000 Operat 25000 Operat 24000 Purcha 25000 Operat Reimb Group	ions Adm ions Cust ions Labc ions Equi ions Fuel sing Com sing Com ons Mete Ong Tota Marl Tota Serv Serv Tota Marl	pment Surcharge modity - 1 modity - 2 er Rent Ding repre Reimbur cup Reimbur ice Jellico ice Etter H Reimbur cup	n vice e Byrdstown / Fentress	nshise			7.50 10.00 28.19596 7.04899 1.00 1.67268 3.33426 3.00 508.75 5.00% 570.00 1,906.00 5.00%	4,087.50 5,450.00 15,366.80 3,841.70 545.00 243.71 7,243.02 1,653.00 508.75 508.75 25.44 534.19 570.00 1,906.00 2,476.00 123.80 2,599.80
PI	none #	Fax#		E-n	nail		Total		\$41,564.72

Phone # Fax # E-mail

(714) 242 - 4064 (714) 850 -0876 thartline@navitasutility.com

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1974 7,5000	1974 7,5000	Percentages)							
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Total TN NG

Materials - TN NG

Materials - TN NG LLC

USPS

Hull Brothers \$1,906.00 Ron Comingdeer \$508.75 Volunteer Trenching \$570.00

Wyatt, Tarrant, & Combs LLP

 Sub-total
 \$2,984.75

 Mark-up
 5%

 \$149.24

 Total
 \$3,133.99

Commodity (TN NG and KY NG)

						Prior Month	19,277	008.0	23,242					Prior Month	38,386	38,386
Total		1,225.41	193.00	793.38	2,211.79	PGA Portion	1,968.08		2,211.79	Total	lotal		7,243.02	PGA Portion	7,243.02	7,243.02
Rate			\$ 2.92	\$ 0.60	\$ 3.52 \$	% Usage	88.98% \$		100.00% \$	Doto	Rale	2.63	£ 2.63	% Usage	100.00% \$	100.00% \$
Quantity			99	1,322	1,388	Sales (CCF)	11,766	(CH _E)	13,223	o difference	Qualitity	2,754	2,754	Sales (CCF)	21,723	21,723
	Navitas Utility Corporation Spectra Pipeline	Spectra (Transportation)	EDF (Supply)	B & W (Trans & Supply)		<u>System</u>	Albany (KY) Byrdefoun/Fentrass (TN)	Dyloslowin elitiess (114)	Total Sales			DelGasco Pipeline DelGasco (Trans & Supply)		System	Jellico (TN)	Total Sales



3186-D Airway Ave Costa Mesa, CA 92626

Date	Invoice #
6/30/2012	1206TNNG

	Bill T	O						Sh	ір То				
	Navitas	TN NG LLC											
P.O.	Number		Terms	Rep	SI	nip	Via		F.C).B.		Project	
		Due	on receip	1	6/30/	/2012	·						
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Total TN NG

Materials - TN NG

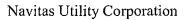
Materials - IN NG LLC	
USPS	\$116.16

Hull Brothers
Ron Comingdeer
Volunteer Trenching

Wyatt, Tarrant, & Combs LLP

Sub-total	\$116.16
Mark-up	5%
	\$5.81
Total	\$121.97

		Prior Month	11,766	13,223		Prior Month	21,723	21,723
Total	1,675.73 143.90 823.86 \$ 2,643.49	PGA Portion	\$ 2,412.27 \$ 231.22	\$ 2,643.49		\$ 4,550.63 PGA Portion	\$ 4,550.63	\$ 4,550.63
Rate	\$ 2.40 \$ 0.60 \$ 3.00	% Usage	91.25% 8.75%	100.00%	Rai	\$ 2.51 % Usage	100.00%	100.00%
Quantity	60 1,373 1,433	Sales (CCF)	12,530	13,731	Quantity 1,813	1,813 Sales (CCF)	17,609	17,609
	Navitas Utility Corporation Spectra Pipeline Spectra (Transportation) EDF (Supply) B & W (Trans & Supply)	System	Albany (KY) Byrdstown/Fentress (TN)	Total Sales	DelGasco Pipeline DelGasco (Trans & Supply)	System	Jellico (TN)	Total Sales





3186-D Airway Ave Costa Mesa, CA 92626

Bill To

Date	Invoice #
7/31/2012	1207TNNG

Navitas	TN NG LLC					·	·	
P.O. Number	Terms	Rep	Ship	Via	F.	O.B.		Project
	Due on recei	pt	7/31/2012					
Quantity	Item Code		Descrip	tion		Price Each		Amount
549 549 549 549 54.5 1,531	25000 Operations 25000 Operations 25000 Operations 25000 Operations 25000 Operations 24000 Purchasing 24000 Purchasing 25000 Operations Reimb Group	Commodity - Meter Rent Service 3/4" (Total Reimbu Markup Total Reimbu TN NG Billin Total Reimbu Markup	vice Byrdstown / Fentres: Jellico Glen Parris - Byrdstorsable Expenses rsable Expenses			28.2 7.0 2.5 3.1 4	7.50 10.00 23242 95811 1.00 93486 13619 3.00 83.25 5.00%	4,117.50 5,490.00 15,499.60 3,874.90 549.00 159.95 4,801.51 1,653.00 483.25 483.25 24.16 507.41 116.48 116.48 5.82 122.30

Ship To

Total

\$36,775.17

 Phone #
 Fax #
 E-mail

 (714) 242 - 4064
 (714) 850 -0876
 thartline@navitasutility.com

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25,549 \$ 7,50 \$ 10.00 \$ 34.5 9 90 0 9 90.00	intress & Pickett *FT RATE	375	€		\$ 10		45.00	12			5	0		0		\$0,000	\$0.0
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Total TN NG

NA-ti-l-	TAL	NIC	110
Materials	- 117	NG	LLC

USPS	\$116.48
Hull Brothers	\$483.25
Ron Cominadeer	

Ron Comingdeer Volunteer Trenching Wyatt, Tarrant, & Combs LLP

Sub-total	\$599.73
Mark-up	5%
	\$29.99
Total	\$629.72

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Total		1,673.99	506.99	560.40		\$ 2,741.38	PGA Portion	\$ 2,581.43		\$ 2,741.38	Total	4,801.51	\$ 4,801.51	PGA Portion	\$ 4,801.51	\$ 4,801.51
Rate			\$ 2.79	\$ 0.60		\$ 3.39	% Usage	94.17%	5.83%	100.00%	Rate	\$ 2.87	\$ 2.87	% Usage	100.00%	100.00%
Quantity			182	934		1,116	Sales (CCF)	8,796	545	9,341	Quantity	1,673	1,673	Sales (CCF)	15,310	15,310
	Navitas Utility Corporation Spectra Pipeline	Spectra (Transportation)	EDF (Supply)	B & W (Trans)	B & W (Supply)		System	Albany (KY)	Byrdstown/Fentress (TN)	Total Sales.		DelGasco Pipeline DelGasco (Trans & Supply)		System	Jellico (TN)	Total Sales