

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SkyBuilt Power Inc.	05/10/2013
RECEIVING PARTY DATA	
Name:	James R. Treptow
Street Address:	6039 Hickory Tree Lane
City:	The Plains
State/Country:	VIRGINIA
Postal Code:	20198
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7230819
Patent Number:	8299645
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
NAME OF SUBMITTER:	Jennifer Augsburger
Signature:	/Jennifer Augsburger/
Date:	05/15/2013
Total Attachments: 24	

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May 15, 2013

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (the "*Agreement*") is made as of this 15th day of May, 2013 between James R. Treptow, a resident of the Commonwealth of Virginia ("*JRT*"), and SkyBuilt Power Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 2425 Wilson Boulevard, Suite 230, Arlington, Virginia 22201 ("*SkyBuilt*").

RECITALS

WHEREAS, JRT is the managing member, President and Chief Executive Officer ("*CEO*") of Magellan Energy International LLC ("*MEI*");

WHEREAS, SkyBuilt and MEI entered into a Power Systems Manufacturing Agreement dated January 3, 2013 for the provision of two (2) prototype renewable power generation systems suitable for powering wireless communication systems in Africa;

WHEREAS, JRT is providing a working capital line of credit to SkyBuilt in the hope of growing and expanding the business opportunities for both MEI and SkyBuilt;

WHEREAS, SkyBuilt requires a working capital line of credit for the operation of its business; and

WHEREAS, JRT is willing to provide SkyBuilt with such a financing arrangement on the terms hereinafter provided; and

WHEREAS, as a condition to the making of the loan to SkyBuilt, JRT has required, among other things, that SkyBuilt grant to him a continuing lien on and security interest in the Collateral (as hereinafter defined) as security for the indebtedness of SkyBuilt to JRT under this Agreement and the Notes (as hereinafter defined), as they may be amended or modified and in effect from time to time.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained and to induce JRT to make the loan to SkyBuilt under this Agreement, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

"*BB&T*" shall mean Branch Banking & Trust Company.

"*Business Day*" shall mean, with respect to any Loan or payment, a day other than Saturday or Sunday on which banks are open for business in New York, New York.

“Collateral” shall have the meaning ascribed to such term in Section 3.1 of this Agreement.

“Default” shall mean an event described in ARTICLE VII hereof.

“Financial Statements” shall mean the balance sheet, statement of income, and statement of cash position of SkyBuilt as of the dates and covering the periods so specified in Sections 4.5 or 5.3, respectively, of this Agreement.

“First Tranche Loan” shall have the meaning ascribed to such term in Section 2.1 of this Agreement.

“GAAP” shall mean generally accepted accounting principles in the United States of America.

“Indebtedness” shall mean all liabilities, obligations and indebtedness of any and every kind and nature, including, without limitation, all liabilities and all obligations to general creditors (other than trade payables) and all guarantees by SkyBuilt of the obligations of another Person, whether now or hereafter owing, arising, due or payable, from SkyBuilt to any Person and however evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise.

“Loans” shall mean the First Tranche Loan and Second Tranche Loan described in Section 2.1 of this Agreement.

“Material Adverse Effect” means a material adverse effect on (i) the business, assets, operations or financial or other condition of SkyBuilt, (ii) SkyBuilt’s ability to pay the Loans in accordance with the terms of this Agreement, or (iii) the Collateral or JRT’s lien on the Collateral.

“Maturity Dates” shall mean, collectively, the dates of maturity for borrowings under the Loans specified in Section 2.2 of this Agreement.

“Note” shall mean a promissory note in substantially the form of Exhibit A hereto, executed by SkyBuilt at the time of each borrowing under any Loan and payable to JRT, and any amendment, modification, renewal, or replacement of such promissory note.

“Obligations” shall have the meaning ascribed to such term in Section 3.2 of this Agreement.

“Person” shall mean any natural person, corporation, firm, joint venture, partnership, trust, unincorporated organization, enterprise, government or any department or agency of any government.

“Proceeds” shall mean “proceeds” as such term is defined in section 9-102(64) of the UCC and, in any event, shall include, without limitation, any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“*Second Tranche Loan*” shall have the meaning ascribed to such term in Section 2.1 of this Agreement.

“*SkyBuilt Shares*” shall mean all outstanding common and preferred stock of SkyBuilt, along with any outstanding options to acquire shares of common or preferred stock of SkyBuilt, as specified in Section 6.5 of this Agreement.

“*UCC*” shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the Commonwealth of Virginia; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of JRT’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the Commonwealth of Virginia, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof related to such attachment, perfection or priority and for purposes of such definitions related to such provisions.

ARTICLE II

THE LOANS

2.1. Loans. Initially, JRT hereby provides a line of credit in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) (the “*First Tranche Loan*”), pursuant to the terms set forth in this Agreement. If, prior to October 31, 2013, SkyBuilt requires further working capital, JRT will have the right, but not the obligation, to loan up to an additional Five Hundred Thousand Dollars (\$500,000) to SkyBuilt (the “*Second Tranche Loan*”), pursuant to the terms set forth in this Agreement. Borrowings under the line may be made in increments not to exceed \$100,000.

2.2. Maturity Dates. The maturity date for each borrowing under the First Tranche Loan will be the earlier of (a) the date that is six (6) months from the date of execution of the Note for each such borrowing, or (b) the date on which a Default first occurs, but in no event later than December 31, 2013. The maturity date for each borrowing under the Second Tranche Loan will be the earlier of (a) the date that is six months from the date of execution of the Note for each such borrowing, or (b) the date on which a Default first occurs, but in no event later than December 31, 2013.

2.3. Interest. Prior to their Maturity Dates, the Notes shall accrue interest at an annual rate of eight percent (8%). Interest shall accrue at an annual rate of ten percent (10%) following the Maturity Dates. All accrued interest shall be paid to JRT in accordance with the method of payment specified in Section 2.4 of this Agreement.

2.4. Method of Payment. All payments of principal and interest shall be made in immediately available funds in United States Dollars to JRT at 6039 Hickory Tree Lane, The Plains, Virginia, 20198, by 12:00 p.m. Eastern Standard Time on the applicable Maturity Date specified in Section 2.2 of this Agreement. Borrowings under the Loans may be prepaid at any time in whole or in part, and any such prepayment shall be without premium or penalty, provided

that at the time of such payment, all accrued interest on the amount of principal so prepaid shall be paid in full.

ARTICLE III

Security

3.1. Grant of Security Interest. SkyBuilt, for valuable consideration, receipt of which is acknowledged, hereby grants to JRT a security interest in all of SkyBuilt's properties, assets and rights of every kind and nature, wherever located, whether now owned or hereafter acquired, whether now existing or hereafter arising, including, without limiting the generality of the foregoing, (a) inventory; (b) accounts, contract rights, chattel paper, documents and instruments; (c) general intangibles, including but not limited to trademarks, trademark registrations, and trademark applications, patents and patent applications, including provisional patent applications (including those registered trademarks and issued patents listed on Schedule 3.1 attached hereto), trade secrets, copyrights, goodwill, records, computer programs and rights in premises used in the conduct of SkyBuilt's business; (d) equipment, including but not limited to all vehicles, machinery, tools, furniture and fixtures; (e) other personal property of every kind, including but not limited to tax refunds or interests in and claims under policies of insurance; (f) all causes of action now existing or hereafter arising relating to any of the foregoing, including, with regard to the general intangibles in (c), all causes of action relating to any infringement, misappropriation, dilution or other impairment of, or unfair competition regarding, any such intangibles; and (g) all products and Proceeds of the above (together with the items in (a) through (f), the "*Collateral*").

3.2. Obligations Secured. The security interest granted hereby secures payment and performance of all Loans of JRT to SkyBuilt, whether now existing or hereafter arising, under and pursuant to the Notes and this Agreement (the "*Obligations*").

3.3. Financing Statements. Contemporaneously with the closing of the Loans, SkyBuilt shall execute, deliver and pay the cost of filing such financing statements, or other notices, as are appropriate under applicable law and as shall have been requested by JRT, in respect of the security interest created pursuant to this Agreement, and shall after the date hereof execute, deliver and pay the cost of filing any additional financing statements for such purpose which may at any time be required or which, in the opinion of JRT, may at any time be desirable.

3.4. Maintenance of Collateral. As long as the Loans remain in force, SkyBuilt will keep the Collateral in good order and repair, and will not use the same in violation of law or any policy of insurance. JRT or his representatives may inspect the Collateral at any reasonable time, wherever located. SkyBuilt will promptly pay when due all taxes and other assessments upon the Collateral for its use or operation.

3.5. Discharge of Encumbrances. In his discretion, JRT may (but under no circumstances whatsoever shall be required to) discharge taxes and other encumbrances at any time levied or placed on the Collateral, make repairs thereof, place and pay for insurance thereon, and pay any necessary filing fees. SkyBuilt agrees to reimburse JRT on demand for any and all expenditures which JRT may so make (and only those expenditures), and until paid, the amount thereof shall be a debt secured by the Collateral.

3.6. JRT's Rights Upon Default. Upon the occurrence of a Default and the acceleration of the Obligations, JRT shall have, without presentment, demand, notice, protest or advertisement of any kind, in addition to all other rights and remedies granted to him in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, the following rights and remedies, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

- (a) all rights and remedies of a secured party afforded by the UCC and other applicable law; and
- (b) the right to notify SkyBuilt to assemble the Collateral or the Proceeds thereof at a place designated by JRT.

ARTICLE IV

Representations and Warranties

A. SkyBuilt Representations. SkyBuilt represents and warrants to JRT that:

4.1. Organization; Good Standing. SkyBuilt is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified and in good standing in every other jurisdiction where it is doing business, except where the failure to so qualify would not have a Material Adverse Effect.

4.2. Location of Executive Offices. The location of SkyBuilt's principal place of business is set forth in the first paragraph of this Agreement. SkyBuilt's only other place of business is located at 1425 North Quincy Street, Arlington, Virginia, 22207.

4.3. Corporate Power; Authorization; Enforceable Obligations. The execution, delivery and performance by SkyBuilt of this Agreement and each Note, and the creation of all liens provided for herein: (a) are within SkyBuilt's corporate power; (b) have been duly authorized by all necessary and proper action; (c) are not in contravention of any provision of SkyBuilt's articles of incorporation or bylaws; (d) will not violate any law or regulation, or any order or decree of any court or governmental instrumentality; (e) will not conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which SkyBuilt is a party or by which SkyBuilt or any of its property is bound; and (f) will not result in the creation or imposition of any lien upon any of the property of SkyBuilt other than those in favor of any governmental body, agency, authority or any other person except such consents as have been obtained. This Agreement constitutes the valid and binding obligation of SkyBuilt, enforceable against it in accordance with its terms.

4.4. Title. SkyBuilt has good and marketable title to all of its material properties, free and clear of any lien, security interest or other charge or encumbrance, and possesses all material assets adequate for the conduct of its business as now conducted, without known conflict with any rights of others.

4.5. Financial Statements. SkyBuilt has provided to JRT its Financial Statements as of December 31, 2012, and for the year then ended. The Financial Statements have not been audited, but were reviewed by an independent, outside accounting firm. Such Financial Statements are complete and correct in all material respects and fairly present the position of SkyBuilt as of such date and for such period in accordance with GAAP consistently applied, subject to normal year-end auditing adjustments.

4.6. No Off-Balance Sheet Arrangements. The Financial Statements that SkyBuilt has provided to JRT set forth all of the Indebtedness of SkyBuilt, with the exception of the items identified on Schedule 4.6 attached hereto.

4.7. Indebtedness with a Term of Greater than Three Months. Other than the real estate lease for SkyBuilt's office at 2425 Wilson Boulevard, SkyBuilt does not hold any Indebtedness with a term to maturity of greater than three months.

4.8. Capital Stock. SkyBuilt's authorized capital stock consists of 5,000,000 shares of common stock, \$0.001 par value per share, of which 1,632,731 shares are issued and outstanding; 302,014 shares of Series A Convertible Preferred Stock, \$0.001 par value per share, all of which are issued and outstanding; and 666,667 shares of Series B Convertible Preferred Stock, \$0.001 par value per share, all of which are issued and outstanding. SkyBuilt has reserved an aggregate of 344,233 shares of common stock for issuance under its SkyBuilt Stock Option Plan, of which 76,797 shares are subject to outstanding option agreements. There are no other outstanding agreements, commitments or understandings related to the issuance of capital stock or securities exercisable for or convertible into capital stock. SkyBuilt has provided JRT with a true, correct and complete stockholder list dated April 30, 2013.

4.9. Repayment and Termination of BB&T Line of Credit. SkyBuilt has repaid in full and terminated the Line of Credit Agreement with BB&T pursuant to which BB&T had provided SkyBuilt with a line of credit up to One Million Dollars (\$1,000,000). On April 26, 2013, BB&T caused to be filed a termination statement with the Delaware Department of State indicating that its lien against SkyBuilt's assets as security for the line of credit had been released.

4.10. Assignment of Patent for Renewable Energy Trailer. The patent assignment filed with the United States Patent and Trademark Office on December 9, 2008, with regard to the assignment of Patent Number 8,299,645 B2, and which designated "SkyBuilt Power, . . . a corporation of Virginia" as receiving party, was and is intended to designate SkyBuilt, a Delaware corporation with its principal place of business in Virginia, as receiving party.

4.11. No Material Adverse Effect. Since December 31, 2012, there has been no material adverse change of any kind in SkyBuilt which would be reasonably likely to have a Material Adverse Effect; there are no legal or other proceedings or investigations pending or threatened against SkyBuilt before any court, tribunal or regulatory authority which are likely, alone or together, to have a Material Adverse Effect.

4.12. Compliance with Law. SkyBuilt is in compliance in all material respects with all requirements of law, except where the failure to so comply would not have a Material Adverse Effect.

4.13. Full Disclosure. No information contained in this Agreement, any Financial Statement or any other documentation furnished by or on behalf of SkyBuilt pursuant to the terms of this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading at the time and in light of the circumstances under which made.

B. JRT Representations. JRT represents and warrants to SkyBuilt that he:

(i) has access to adequate funds to perform his obligations under this Agreement;

(ii) does not have any conflict of interest in entering into this Agreement; and

(iii) does not own (either directly or indirectly) an interest in any company engaged in a business that competes with the business of SkyBuilt.

ARTICLE V

Covenants

5.1. Corporate Existence, etc. SkyBuilt shall maintain its corporate existence, business and assets, keep its business and assets adequately insured, maintain its principal place of business, at the address set forth in the first paragraph of this Agreement, continue to engage in the same lines of business, and comply in all material respects with all requirements of law, except where the failure to so comply would not have a Material Adverse Effect.

5.2. Location of SkyBuilt and Collateral; Name. SkyBuilt shall maintain the present location of its principal place of business and shall notify JRT in writing at least thirty (30) days prior to any change in (a) the location of its principal place of business or the establishment of any new place of business where the Collateral or Proceeds thereof are kept, (b) the location of the Collateral, or (c) its name, including any change to any assumed business names of SkyBuilt.

5.3. Provision of Monthly Financial Statements. Within thirty (30) days after the close of each calendar month, SkyBuilt shall furnish JRT its monthly Financial Statements, fairly presenting its financial condition at the end of such period and the results of its operations during such period in accordance with GAAP consistently applied.

5.4. Use of Proceeds. SkyBuilt shall use the proceeds of the Loans solely for working capital purposes.

5.5. Notices. SkyBuilt shall advise JRT promptly, but in any event within fifteen (15) days, in reasonable detail, (a) of any lien, security interest, encumbrance or claim made or asserted against any of the Collateral, (b) of the occurrence of any other event which would have a Material Adverse Effect, and (c) of the occurrence of any Default.

5.6. Limitation on Disposition of Collateral. Other than sales of inventory and other assets in the ordinary course of business, SkyBuilt shall not directly or indirectly sell, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so.

5.7. Limitation on Indebtedness. Other than the Loans authorized in this Agreement and the financing of trade payables by means of purchase money financing in an aggregate amount not to exceed One Million Dollars (\$1,000,000), SkyBuilt shall not create, incur, assume or permit to exist any Indebtedness for borrowed money, except when such Indebtedness is incurred in connection with the simultaneous payment of the Loans and accrued interest in full.

5.8. Limitation on Liens. Other than the security interest created in this Agreement in favor of JRT and liens securing permissible purchase money financing under Section 5.7, which such purchase money liens must be created, if at all, at the time of the purchase money financing and shall not cover any assets other than those subject to the purchase money financing, SkyBuilt shall not create, incur, assume or suffer to exist any mortgage, pledge, security interest, lien or other charge or encumbrance, including the lien or retained security title of a conditional vendor, upon or with respect to any property or asset, real or personal, of SkyBuilt, or assign or otherwise convey any right to receive income.

5.9. Capital Stock. SkyBuilt shall not issue any capital stock or any securities exercisable for or convertible into capital stock without the prior approval of JRT.

5.10. Further Assurances. SkyBuilt will file any document and/or take any action reasonably requested by JRT to perfect the security interests granted pursuant to this Agreement, including but not limited to the filing of a corrected assignment relating to the patent for the Renewable Energy Trailer.

5.11. Dissolution; Mergers, Etc. SkyBuilt shall not directly or indirectly, by operation of law or otherwise, dissolve, merge or consolidate with or into, or otherwise combine with, any Person or sell or transfer any material portion of its assets.

5.12. Amendments to Governance Documents. SkyBuilt shall not amend its Articles of Incorporation or its bylaws without the prior approval of JRT.

5.13. Dividends and Distributions. SkyBuilt shall not declare or pay dividends or make any other distribution (whether by reduction of capital or otherwise) with respect to its capital stock or make any distribution of its assets with respect to its capital stock, or directly or indirectly, redeem, purchase or otherwise acquire for a consideration, any of its capital stock (except from employees upon termination of employment).

5.14. Salaries. SkyBuilt shall not increase the salary or other compensation of any officer or director of SkyBuilt in excess of the annual amount of salary or compensation in effect on the date hereof.

ARTICLE VI

Conditions to Closing

JRT's agreement to make any requested Loan under this Agreement shall be subject, in his sole discretion, to compliance by SkyBuilt with the terms set forth in the other Articles of this Agreement and to satisfaction, at or before the making of any Loan, of the following conditions:

6.1. Accuracy of Representations and Warranties. The representations and warranties contained in this Agreement shall have been correct as of the date on which made and shall also be correct at and as of the date of the closing of each Loan, in all material respects, with the same effect as if made at and as of such time, except to the extent that the facts upon which such representations and warranties are based may be changed by the transactions contemplated hereby.

6.2. Compliance with Terms; No Default. SkyBuilt shall have performed and complied with all terms herein required to be performed or complied with prior to or at the closing of each Loan, and at the date of the closing of each Loan, there shall exist no Default or condition which would result in a Default as a result of the passage of time or upon the closing of such Loan.

6.3. Continuation of Business; No Material Adverse Actions or Judgments. SkyBuilt shall not have ceased doing business as a going concern, become insolvent, made a general assignment for the benefit of creditors, admitted in writing its inability to pay its debts as they become due, filed a voluntary petition in bankruptcy, become subject to an involuntary petition in bankruptcy, been adjudicated bankrupt or insolvent, or filed or had filed against it a petition seeking any reorganization, arrangement, composition or other similar action, under any present or future statute, law or regulation; its property shall not be subject to any material foreclosure action; and no material judgments or orders shall have been awarded against it that are not covered by insurance.

6.4. Board Approval of Loans. All necessary approvals from the SkyBuilt Board of Directors shall be obtained prior to the closing of any Loan.

6.5. Options to Purchase SkyBuilt Shares. The holders of at least ninety percent (90%) of SkyBuilt Shares as of the date of the closing of the initial borrowing under the First Tranche Loan shall, prior to such closing, execute and deliver to JRT purchase option agreements permitting JRT to acquire all of their SkyBuilt Shares, pursuant to the terms and substantially in the form of the agreement attached hereto as Exhibit B. If JRT agrees, in his sole discretion, to make the Second Tranche Loan to SkyBuilt, the holders of at least ninety-five percent (95%) of SkyBuilt Shares as of the date of the closing of the initial borrowing under the Second Tranche Loan shall, prior to such closing, execute and deliver to JRT purchase option agreements permitting JRT to acquire all of their SkyBuilt Shares, pursuant to the terms and substantially in the form of the agreement attached hereto as Exhibit B.

6.6. Employment Agreements. SkyBuilt shall execute employment agreements with Kenneth Schweers, Chip Voehl, and Sara Zulkosky, and JRT shall have the right to approve each such agreement prior to the closing of the Loans.

ARTICLE VII

Default and Effects of Default

7.1. Default. The occurrence of any one or more of the following events shall constitute a “*Default*”:

- (a) Nonpayment of principal or interest under any Note or this Agreement when due.
- (b) The acceleration of the maturity of any indebtedness of SkyBuilt to others in accordance with the instrument or agreement applicable to such indebtedness upon a default thereunder.
- (c) A default under any material agreement between SkyBuilt and any other Person.
- (d) Any material representation or warranty made in this Agreement, or in any documentation delivered in connection with this Agreement, the Notes or any Loan, by or on behalf of SkyBuilt to JRT shall be materially false on the date as of which made.
- (e) The breach by SkyBuilt of any of the covenants contained in this Agreement which is not remedied within five (5) days after SkyBuilt learns of the existence of such breach.
- (f) SkyBuilt shall do any one or more of the following: (i) make an assignment for the benefit of creditors; (ii) apply for, seek, consent to, acquiesce in or have appointed for it or any substantial portion of its property a receiver, custodian, trustee, examiner, liquidator or similar official; (iii) institute, or have instituted against it, any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors; (iv) not generally pay its debts as such debts become due, or admit in writing its inability to pay its debts as they become due; or (v) take any corporate action to authorize or effect any of the foregoing actions set forth in this Section 7.1(f).

7.2. Acceleration. If any Default described in Section 7.1 occurs, the Obligations shall immediately become due and payable without any election or action on the part of JRT. In case any Default shall occur, JRT may proceed to protect and enforce its rights by an action at law,

suit in equity or other appropriate proceeding, whether for the specific performance of, or for an injunction against, a violation of any agreement contained herein or in the Notes or in aid of the exercise of any power granted hereby or thereby or by law. In case of a Default in the payment of any principal of or interest on the Notes, SkyBuilt will pay to JRT such further amounts as shall be sufficient to cover the cost and expense of collection, including, but not limited to, reasonable attorneys' fees and costs. No right, power or remedy conferred upon JRT hereby or by the Notes shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise.

ARTICLE VIII

Miscellaneous

8.1. No Waiver. JRT shall not by any act, delay, omission or otherwise be deemed to have waived any of his rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by JRT, and then only to the extent expressly set forth therein. A waiver by JRT of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which JRT would otherwise have had on any future occasion. No failure to exercise, nor any delay in exercising on the part of JRT, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

8.2. SkyBuilt's Obligation to Pay JRT's Fees and Expenses. SkyBuilt shall pay to JRT on demand, in immediately available funds, any and all reasonable counsel fees and other expenses incurred or paid by JRT in connection with (a) the modification, amendment, renegotiation or enforcement of this Agreement, documents relating thereto or modifications thereof; and (b) the prosecution or defense of any action or concerning any matter growing out of or connected with the subject matter of this Agreement, the Obligations, the Collateral or any of JRT's rights or interests therein or thereto, including, without limiting the generality of the foregoing, any counsel fees or expenses incurred in any bankruptcy or insolvency proceedings. If any such expenses are not paid on demand, they shall be added to the principal amount of the Notes and shall constitute part of the Obligations secured hereby.

8.3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

8.4. Binding Effect of Agreement. This Agreement, the Notes and all Obligations of SkyBuilt hereunder and thereunder shall be binding upon the successors and assigns of SkyBuilt, and the same shall, together with the rights and remedies of JRT hereunder and thereunder, inure to the benefit of JRT and his respective successors and assigns.

8.5. Amendments to Agreement. No amendment of any provision hereof shall be effective unless set forth in a writing executed and delivered by SkyBuilt and JRT.

8.6. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT REGARD TO ANY APPLICABLE CONFLICTS OF LAWS.

8.7. Consent to Jurisdiction. SKYBUILT HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR VIRGINIA STATE COURT SITTING IN VIRGINIA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND SKYBUILT HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT OR HE MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF JRT TO BRING PROCEEDINGS AGAINST SKYBUILT IN THE COURTS OF ANY OTHER JURISDICTION.

8.8. Notice. All notices and other communications provided to any party hereto under this Agreement or the Notes shall be in writing or by facsimile and addressed or delivered to such party at their addresses as follows:

SkyBuilt Power, Inc.
2425 Wilson Boulevard
Suite 230
Arlington, Virginia 22201
Attn: Kenneth Schweers
Fax: (703) 276-1697

James R. Treptow
6039 Hickory Tree Lane
The Plains, Virginia 20198

Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given three days after deposit in the United States Post Office, by registered or certified mail; any notice, if transmitted by facsimile, shall be deemed given when transmitted; any notice, if delivered personally, shall be deemed given upon personal delivery.

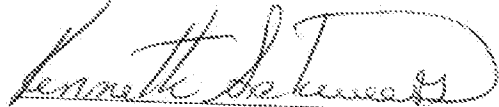
8.9. Interpretation. The headings in this Agreement are included for convenience only, and shall not be deemed to affect the meaning or interpretation of this Agreement. The Agreement shall be interpreted neutrally and without regard to the party that drafted it and, in particular, no rule of construction shall be applied as against any party hereto that would result in the resolution of an ambiguity contained herein against the drafting party. The words "include," "includes," and "including" shall all be deemed to be followed by the phrases "without limitation," "but not limited to" or phrases of similar import.

8.10. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

8.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be effective when it has been executed by SkyBuilt and JRT.

IN WITNESS THEREOF, SkyBuilt and JRT have executed this Agreement under seal as of the date first above written.

SKYBUILT POWER INC.

By: 
Name: Kenneth Schweers
Title: CEO

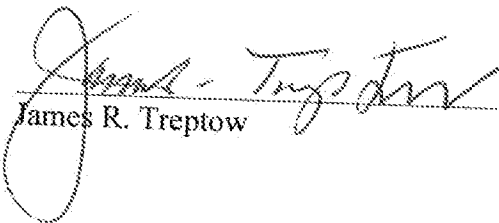

James R. Treptow

Exhibit A

Promissory Note

\$ _____, 2013

FOR VALUE RECEIVED, SkyBuilt Power, Inc. (the "*Maker*") promises to pay to James R. Treptow ("*JRT*"), or order, at the office of JRT or such other place as the holder of this Note may designate, the principal sum of \$ ___,000, or such lesser amount as may be outstanding, together with interest on the unpaid principal balance of this Note from time to time at an annual rate of eight percent (8%). Principal and interest shall be due and payable on ___, 201_, in immediately available funds.

This Note represents indebtedness for one or more advances on the line of credit made available by JRT to the Maker under the Loan Agreement dated ___, 2013 between JRT and the Maker (the "*Loan Agreement*"), and this Note is subject to the terms and conditions thereof.

This Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events (a "*Default*");

- (1) Nonpayment of principal or interest under this or any other Note or the Loan Agreement when due.
- (2) The acceleration of the maturity of any indebtedness of SkyBuilt to others in accordance with the instrument or agreement applicable to such indebtedness upon a default thereunder.
- (3) A default under any material agreement between SkyBuilt and any other Person.
- (4) Any material representation or warranty made in the Loan Agreement, or in any documentation delivered in connection with the Loan Agreement, any Loan or any Note, by or on behalf of SkyBuilt to JRT shall be materially false on the date as of which made.
- (5) The breach by SkyBuilt of any of the covenants contained in the Loan Agreement which is not remedied within five (5) days after SkyBuilt learns of the existence of such breach.
- (6) SkyBuilt shall do any one or more of the following: (a) make an assignment for the benefit of creditors; (b) apply for, seek, consent to, acquiesce in or have appointed for it or any substantial portion of its property a receiver, custodian, trustee, examiner, liquidator or similar official; (c) institute, or have instituted against it, any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors; (d) not generally pay its debts as such debts become due, or admit in writing its inability to pay its debts as they become due; or (e) take any

corporate action to authorize or effect any of the foregoing actions set forth in (a) through (d) immediately above.

Upon the occurrence of a Default, the holder shall have then, or at any time thereafter, all of the rights and remedies afforded by the Uniform Commercial Code as from time to time in effect in the Commonwealth of Virginia or afforded by other applicable law.

Every amount overdue under this Note shall bear interest from and after the date on which such amount first became overdue at an annual rate of ten percent (10%). Such interest on overdue amounts under this Note shall be payable on demand in immediately available funds and shall accrue until the obligation of the Maker with respect to the payment of such interest has been discharged (whether before or after judgment).

In no event shall any interest charged, collected or reserved under this Note exceed the maximum rate then permitted by applicable law and if any such payment is paid by the Maker, then such excess sum shall be credited by the holder as a payment of principal.

All payments by the Maker under this Note shall be made without set-off or counterclaim and be free and clear and without any deduction or withholding for any taxes or fees of any nature whatever, unless the obligation to make such deduction or withholding is imposed by law. The Maker shall pay and save the holder harmless from all liabilities with respect to or resulting from any delay or omission to make any such deduction or withholding required by law.

Whenever any amount is paid under this Note, all or part of the amount paid may be applied to principal, premium, or interest in such order and manner as shall be determined by the holder in its discretion.

No reference in this Note to any other document shall impair the obligation of the Maker, which is absolute and unconditional, to pay all amounts under this Note strictly in accordance with the terms of this Note.

The Maker agrees to pay on demand all costs of collection, including reasonable attorneys' fees, incurred by the holder in enforcing the obligations of the Maker under this Note.

No act, delay or omission on the part of the holder in exercising any right or remedy under this Note shall operate as a waiver of such right or remedy or of any right or remedy of such holder, nor shall any act, delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right or remedy on any future occasion. This Maker and every indorser of this Note regardless of the time, order or place of signing waives presentment, demand, protest and notices of every kind and assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable.

This Note may be prepaid in whole or in part at any time or from time to time in accordance with the Loan Agreement.

SKYBUILT POWER INC.

By: _____
Name: _____
Title: _____

Exhibit B

Purchase Option Agreement

Schedule 3.1

Registered Trademarks

See attached.

Issued Patents

See attached.

Registered Trademarks

Trademark	App. Number	Reg. Number	Status	Country of Reg.	App. Date	Reg. Date	Goods and Services	Present Owner
SKYSTRUCTURES	77798734	3958604	Registered	United States	August 6, 2009	May 10, 2011	Environmental enclosures, namely, prefabricated, portable non-metal structures that are specifically adapted to hold solar panels and wind turbines used for production of electricity as a unit from outdoor elements and tampering	SkyBuilt Power, Inc.
SKYCASE	77797999	3836856	Registered	United States	August 5, 2009	August 24, 2010	Portable power station for power generation consisting of one or more of a wind turbine, solar collectors and panels, inverters, batteries, and other associated electronic equipment, namely, wiring and electrical connectors	SkyBuilt Power, Inc.
SKYPAK	77798005	3836857	Registered	United States	August 5, 2009	August 24, 2010	Solar arrays composed of	SkyBuilt Power, Inc.

DC: 4799478-1

Trademark	App. Number	Reg. Number	Status	Country of Reg.	App. Date	Reg. Date	Goods and Services	Present Owner
SKYTRAILER	77798019	3836858	Registered	United States	August 5, 2009	August 24, 2010	connected solar cells Mobile power station for power generation consisting of one or more of the following: a wind turbine, solar collectors and panels, inverters, batteries, and other associated electronic equipment, namely, wiring and electrical connectors	SkyBuilt Power, Inc.
SKYSKID	77798042	3836859	Registered	United States	August 5, 2009	August 24, 2010	Mobile power station for power generation consisting of one or more of the following: a wind turbine, solar collectors and panels, inverters, batteries, and other associated electronic equipment, namely, wiring and electrical connectors	SkyBuilt Power, Inc.
SKYSTATION	77798081	3836860	Registered	United States	August 5, 2009	August 24, 2010	Mobile power station for power generation consisting of one or more of the following: a wind turbine, solar collectors and panels, inverters, batteries, and other associated electronic equipment, namely, wiring and electrical connectors	SkyBuilt Power, Inc.

Trademark	App. Number	Reg. Number	Status	Country of Reg.	App. Date	Reg. Date	Goods and Services	Present Owner
					2009	2010	station for power generation consisting of one or more of the following: a wind turbine, solar collectors and panels, inverters, batteries, and other associated electronic equipment, namely, wiring and electrical connectors	Power, Inc.
Q CASE	77456110	3649523	Registered	United States	April 23, 2008	July 7, 2009	Portable renewable power station consisting of inverters, batteries, electronic equipment, namely, cabling and connectors, a wind turbine, and solar collectors and panels	SkyBuilt Power, Inc.
Q CASE	77237230	3494832	Registered	United States	July 24, 2007	September 2, 2008	Portable renewable power station for power generation consisting of a wind turbine, solar collectors and panels, inverters,	SkyBuilt Power, Inc.

PATENT

REEL: 030426 FRAME: 0712

Trademark	App. Number	Reg. Number	Status	Country of Reg.	App. Date	Reg. Date	Goods and Services	Present Owner
							batteries, and other associated electronic equipment, namely, wiring and electrical connectors	
CLEAN GREEN POWER MACHINE	76533603	3083913	Registered	United States	July 30, 2003	April 18, 2006	Solar energy systems, namely, portable solar power stations comprised of solar collectors, panels, electric modules, and power control systems comprised of inverters and charge controllers	SkyBuilt Power, Inc.
SKYBUILT	76371388	2825860	Registered	United States	February 19, 2002	March 23, 2004	Solar energy systems, namely, portable solar power stations comprised of solar collectors, panels, modules, storage units, and power control systems	SkyBuilt Power, Inc.

Issued Patents

Patent No.	Country	Title	Application No.	Filing Date	Present Owner
7,230,819	United States	Mobile Power System	10/661,816	September 15, 2003	SkyBuilt Power, Inc.
8,299,645 B2	United States	Renewable Energy Trailer	12/219,689	July 25, 2008	SkyBuilt Power, Inc.

DC: 4799377-1

Schedule 4.6Off-Balance Sheet Arrangements

Vendor	Description	Amount
Finnegan Henderson IP Legal	Write-off of bill	\$1,297
DelTek Accounting/Mktg Software	Dispute of bill	\$15,000