

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Current, LP		07/08/2009	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HW SHAPP LP, LLC		
<b>Street Address:</b>	3090 Olive Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75219		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3456676	WE'LL PLUG YOU IN	
Serial Number:	77185947	ITS EASY TO BE GREEN	
Registration Number:	3482926	CURRENT ENERGY	
Registration Number:	3460580	CURRENT ENERGY	
Serial Number:	77242964	ITS EASY TO BE GREEN	
Registration Number:	3470396	CURRENT ENERGY	
Registration Number:	3470397		
Registration Number:	3469880	THE WORLD'S FIRST ENERGY EFFICIENCY STORE	
Registration Number:	3469879	THE WORLD'S FIRST ENERGY EFFICIENCY STORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)200-0458		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

**CH \$240.00 3456676**

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ATTORNEY DOCKET NUMBER:	35687.18
NAME OF SUBMITTER:	Gavin George
Signature:	/Gavin George/
Date:	05/21/2010

**Total Attachments: 31**

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## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (this "*Agreement*"), dated as of July 8, 2009, is made jointly and severally by the parties executing this Agreement set forth on the signature pages attached hereto (individually, a "*Grantor*" and collectively, "*Grantors*"), in favor of HW SHAPP LP, LLC, a Texas limited liability company ("*Secured Party*").

### WITNESSETH:

A. Grantors are indebted to Secured Party pursuant to that certain Promissory Note, dated as of the date hereof, by and among Grantors and Secured Party (herein referred to, together with all modifications, amendments, restatements, or supplements thereof, as the "*Note*").

B. As a condition precedent to the acceptance by Secured Party of the Note and the making of advances under the Note, each Grantor is required to execute and deliver this Agreement.

C. Each Grantor is entering into this Agreement (as it may be amended, restated or modified from time to time) in order to, among other things, induce Secured Party to enter into and extend credit to Grantors under the Note for which each Grantor will receive significant and reasonably equivalent benefit.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor, jointly and severally, agrees, for the benefit of Secured Party, as follows:

### SECTION 1

#### DEFINITIONS

1.1 **Note Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Note.

1.2 **Certain Terms.** The following terms when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"*Code*" means the Uniform Commercial Code, as in effect in the State of Texas.

"*Computer Hardware and Software Collateral*" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code, and all related applications and data files), whether now owned, licensed, or leased or hereafter acquired by any Grantor, designed for use on the computers and electronic data processing hardware described in *clause (a)* above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides, and specifications) with respect to such hardware, software, and firmware described in the preceding *clauses (a) through (c)*; and

(e) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvements rights, renewal rights, and indemnifications and any substitutions, replacements, additions, or model conversions of any of the foregoing.

**“Event of Default”** means the occurrence of a Default as defined in the Note.

**“Intellectual Property”** means the copyrights, copyright licenses, patents, patent applications, letters patent, patent licenses, trademarks and trademark licenses (including any reissues, renewals and extensions of the foregoing) and the Computer Hardware and Software Collateral now or hereafter acquired by any Grantor, including any common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of any Grantor, whether or not such trade secrets have been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such trade secrets, all trade secret licenses and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any trade secret and for the breach or enforcement of any such trade secret license.

**“Pledged Interests”** means 100% of all equity interests now or in the future issued by each present and future subsidiary of each Grantor, which shall include all management, voting and other rights under the governing documents.

**1.3 Code Definitions.** All terms defined in the Code and not otherwise defined herein have the meanings assigned to them in the Code.

## SECTION 2

### SECURITY INTEREST

**2.1 Grant of Security.** Each Grantor hereby assigns and pledges to Secured Party, and hereby grants to Secured Party, a security interest in all of the following, whether now or hereafter existing or acquired (the **“Collateral”**):

(a) all equipment in all of its forms of such Grantor, wherever located, including all machinery, manufacturing, distribution, selling, data processing and office equipment, assembly systems, tools, molds, dies, fixtures, appliances, furniture, furnishings, vehicles, vessels, aircraft, aircraft engines, trade fixtures, and other tangible personal property (other than Inventory), and all parts thereof and all accessions, additions, attachments, improvements, substitutions, and replacements thereto and therefor (any and all of the foregoing being the **“Equipment”**);

(b) all inventory in all of its forms of such Grantor, wherever located, including:

(i) all goods, merchandise, and other personal property furnished or to be furnished under any contract of service or intended for sale or lease, all consigned goods and other items

which have previously constituted Equipment but are then currently being held for sale or lease in the ordinary course of any Grantor's business, all raw materials and work in process therefor, finished goods thereof, and all other materials and supplies of any kind, nature or description used or consumed in the manufacture, production, packing, shipping, advertising, finishing, or sale thereof;

(ii) all goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind (including goods in which such Grantor has an interest or right as consignee); and

(iii) all goods which are returned to or repossessed by such Grantor; and

(iv) all accessions thereto, products thereof, and documents therefore (any and all such inventory, materials, goods, accessions, products, and documents being the "*Inventory*");

(c) all Pledged Interests, other investment property, supporting obligations, letter of credit rights, accounts, chattel paper, documents, and instruments of such Grantor, whether or not arising out of or in connection with the sale or lease or other disposition of goods or the rendering of services, and all rights of such Grantor now or hereafter existing in and to all security agreements, guaranties, leases, and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles being the "*Receivables*," and any and all such security agreements, guaranties, leases, and other contracts being the "*Related Contracts*");

(d) any and all deposit accounts, bank accounts, investment accounts, or securities accounts, now owned or hereafter acquired or opened by such Grantor, and any account which is a replacement or substitute for any of such accounts, together with all monies, instruments, certificates, checks, drafts, wire transfer receipts, and other property deposited therein and all balances therein (the "*Deposit Accounts*");

(e) all Intellectual Property of such Grantor (subject to any liens or security interests permitted by *Section 3.2*);

(f) in addition to general intangibles which may be included within Intellectual Property, all contracts, contract rights, and general intangibles of such Grantor, including without limitation all tax refunds, claims, causes of action, judgments, franchises, permits, licenses, supply contracts, purchase contracts, and agreements (collectively, "*General Intangibles*");

(g) all books, records, writings, databases, information, and other property relating to, used or useful in connection with, evidencing, embodying, incorporating, or referring to, any of the foregoing in this *Section 2.1*;

(h) all of such Grantor's other property and rights of every kind and description and interests therein; and

(i) all products, offspring, rents, issues, profits, returns, income, and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in *clauses (a), (b), (c), (d), (e), (f), (g) and (h)*, proceeds deposited from time to time in the Deposit Accounts, and in any lock boxes of such Grantor, and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

**2.2 Security for the Obligation.** This Agreement secures the payment of the Obligation, including, without limitation, all obligations now or hereafter existing under the Note, this Agreement, and each of the other Loan Documents to which any Grantor is or may become a party, whether for principal, interest, costs, fees, expenses, or otherwise (including all such amounts which would become due but for the operation of the automatic stay under *Section 362(a)* of the *United States Bankruptcy Code, 11 U.S.C. § 362(a)*, and the operation of *Sections 502(b)* and *506(b)* of the *United States Bankruptcy Code, 11 U.S.C. §§ 502(b)* and *506(b)*) (all of the foregoing, together with all renewals, extensions and modifications of all or any part thereof, being the "**Secured Indebtedness**").

**2.3 Continuing Security Interest.** This Agreement shall create a continuing security interest in the Collateral and shall:

- (a) remain in full force and effect until payment in full of the Secured Indebtedness;
- (b) be binding upon each Grantor, its successors, transferees, and assigns; and
- (c) inure, together with the rights and remedies hereunder, to the benefit of Secured Party.

Upon the payment in full of the Secured Indebtedness, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the applicable Grantor. Upon any such termination, Secured Party will, at such Grantor's sole expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

**2.4 Grantor Remains Liable.** Anything herein to the contrary notwithstanding:

- (a) Each Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein, and shall perform all of its duties and obligations under such contracts and agreements to the same extent as if this Agreement had not been executed;
- (b) the exercise by Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral; and
- (c) Secured Party shall have no obligation or liability under any such contracts or agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

**2.5 Consent.** To the extent that the limited partnership agreement, certificate of limited partnership, certificate or articles of incorporation, bylaws, certificate or articles of formation and limited liability company agreement of any entity (each, a "**Pledged Entity**") whose equity interests constitute part of the Pledged Interests or the Collateral requires any consent or agreement of any Grantor (each, a "**Consenting Party**") in its capacity as a general partner, limited partner, manager, member or shareholder of such Pledged Entity, such Consenting Party hereby irrevocably consents and agrees to (a) a grant of the security interest described in *Section 2.1* of this Agreement, (b) the transfer or conveyance of the Pledged Interests or the Collateral pursuant to Secured Party's exercise of its rights and remedies under *Section 5.1* of this Agreement or any of the other Loan Documents, (c) the grant of a security interest under the Loan Documents in favor of Secured Party of any other interest in any Pledged Entity by any other equity holder of any Pledged Entity, and (d) the transfer or conveyance of any other interests in any Pledged

Entity by any other equity holder of any Pledged Entity pursuant to Secured Party's exercise of its rights of its rights and remedies under the Loan Documents.

### SECTION 3

#### REPRESENTATIONS AND WARRANTIES

Grantors hereby, jointly and severally, represent and warrant to Secured Party as follows:

**3.1 Location of Collateral, etc.** All of the Equipment and Inventory of Grantors is located at the places specified in *Item A* of *Schedule I* hereto, except for Inventory in transit in the ordinary course of any Grantor's business; *provided, however*, that Inventory and Equipment may be moved to other locations in accordance with *Section 4.1*. All of the Inventory which is imported from a location outside the United States arrives at one of the ports or locations specified in *Item A* of *Schedule I* hereto. None of the Equipment and Inventory has, within the four (4) months preceding the date of this Agreement, been located at any place other than the places specified in *Item A* of *Schedule I* hereto. Each location of Equipment or Inventory which is subject to a lease, sublease, mortgage, or similar instrument is described as such in *Item A* of *Schedule I* hereto and each Grantor shall, upon the request of Secured Party, provide Secured Party with the name and address of each lessor, sublessor, lessee, sublessee, and/or mortgagee (other than such Grantor) with respect to any or all such locations. All of the lock boxes of Grantors are located at the places specified in *Item B* of *Schedule I* hereto. The place(s) of business and chief executive office of each Grantor and the office(s) where each Grantor keeps its records concerning the Receivables, are located at the addresses specified in *Item C* of *Schedule I* hereto. No Grantor has any trade names other than "Current Energy." No Grantor has been known by any legal name different from the one set forth on the signature page hereto. No Grantor has been the subject of any merger or other corporate reorganization. No Grantor is a party to any Federal, state, or local government contract.

**3.2 Ownership, No Liens, etc.** Each Grantor has good and marketable title to the Collateral (as applicable to such Grantor) and each Grantor is the legal and beneficial owner of the Collateral (as applicable to such Grantor) and owns such Collateral free and clear of any Lien, security interest, charge, or encumbrance except for the security interests set forth on *Schedule 6(g)* to the Note, the security interest created by this Agreement and except as permitted by the Note. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except as set forth in the immediately preceding sentence.

**3.3 Possession and Control.** Other than consigned Inventory, each Grantor has exclusive possession and control of the Equipment and Inventory (as applicable to such Grantor).

**3.4 Negotiable Documents, Instruments and Chattel Paper.** Each Grantor has, contemporaneously herewith, delivered to Secured Party possession of all originals of all negotiable documents, instruments, and chattel paper currently owned or held by such Grantor (duly endorsed in blank, if requested by Secured Party).

**3.5 Intellectual Property.** With respect to any Intellectual Property, other than Intellectual Property with negligible economic value:

(a) such Intellectual Property is valid and subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Each Grantor (as applicable) has made all necessary filings and recordations to protect its interest in such Intellectual Property, including, without limitation, recordations of all of its interests therein in the United States Patent and Trademark Office and in corresponding offices throughout the world (where appropriate) and its claims to the Intellectual Property in the United States Copyright Office and in corresponding offices throughout the world (where appropriate);

(c) Each Grantor is the exclusive owner of the entire and unencumbered right, title, and interest in and to such Intellectual Property (as applicable to such Grantor) and (except as disclosed in the Note or in *Section 3.2* hereof) no claim has been made that the use of such Intellectual Property does or may violate the asserted rights of any third party; and

(d) Each Grantor (as applicable) has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Intellectual Property in full force and effect throughout the world, as applicable.

**3.6 Validity, etc.** Except as set forth in *Section 3.2*, this Agreement creates a valid first priority security interest in the Collateral, securing the payment of the Secured Indebtedness, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly made or taken.

**3.7 Authorization, Approval, etc.** No authorization, approval, or other action by, and no notice to or filing with, any Governmental Authority is required either:

(a) for the grant by any Grantor of the security interest granted hereby or for the execution, delivery and performance of this Agreement by any Grantor; or

(b) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

**3.8 Compliance with Laws.** No Grantor is aware of any violation, and no Grantor has received notice of a violation of any applicable laws (including, without limitation, the provisions of the *Fair Labor Standards Act*), rules, regulations, and orders of every Governmental Authority, the non-compliance with which could have a Material Adverse Effect.

**3.9 Taxes.** All taxes, assessments, and other charges levied against the Collateral have been paid in full.

**3.10 Deposit Accounts.** With respect to the Deposit Accounts, (i) Grantors maintain each Deposit Account with the banks listed on *Schedule 3.10* hereto, (ii) Grantors shall use their best efforts to, within thirty (30) days of the date hereof, cause each such bank to acknowledge to Secured Party that each such Deposit Account is subject to the Security Interest and Liens herein created, that the pledge of such Deposit Account has been recorded in the books and records of such bank, and that Secured Party shall have "control" (as defined in the Code) over such Deposit Account (subject to any liens or security interests permitted by *Section 3.2*), and (iii) Grantors have the legal right to pledge and assign to Secured Party the funds deposited and to be deposited in each such Deposit Account.



## SECTION 4

### COVENANTS

Grantors, jointly and severally, covenant and agree that, so long as any portion of the Secured Indebtedness shall remain unpaid, Grantors will, unless Secured Party shall otherwise consent in writing, perform the obligations set forth in this *Section 4*.

**4.1 As to Equipment and Inventory.** Each Grantor hereby agrees that it shall:

(a) keep all the Equipment and Inventory (other than Inventory in transit and Inventory sold in the ordinary course of business) at the places therefor specified in *Section 3.1* or, upon thirty (30) days' prior written notice to Secured Party, at such other places in a jurisdiction where all representations and warranties set forth in *Section 3* (including *Section 3.6*) shall be true and correct, and all action required pursuant to *Section 4.7* shall have been taken with respect to the Equipment and Inventory;

(b) with respect to any Equipment or Inventory in the possession or control of any third party or any Grantor's agents, notify such third party or agent of Secured Party's security interest in such Equipment or Inventory and, upon Secured Party's request following the occurrence and during the continuance of an Event of Default, direct such third party or agent to hold all such Equipment or Inventory for Secured Party's account and subject to Secured Party's instructions;

(c) cause the Equipment to be maintained and preserved in the same condition, repair, and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual; and forthwith, or in the case of any loss or damage to any of the Equipment, as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end; and promptly furnish to Secured Party a statement respecting any loss or damage to any of the Equipment; and

(d) pay promptly when due all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by appropriate proceedings and for which adequate reserves have been set aside.

**4.2 As to Receivables.** Each Grantor shall keep its place(s) of business and chief executive office and the office(s) where it keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, located at the addresses set forth in *Item C of Schedule I* hereto, or, upon thirty (30) days' prior written notice to Secured Party, at such other locations in a jurisdiction where all actions required by *Section 4.7* shall have been taken with respect to the Receivables; not change its name except upon thirty (30) days' prior written notice to Secured Party; hold and preserve such records and chattel paper; and permit representatives of Secured Party at any time during normal business hours to inspect and make abstracts from such records and chattel paper.

**4.3 As to all Collateral.** Until such time as Secured Party shall notify Grantors of the revocation of such power and authority, each Grantor (i) may in the ordinary course of its business, at its own expense, sell, lease, or furnish under the contracts of service any of the Inventory normally held by such Grantor or any third party for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process, or materials normally held by such Grantor or any third party for such purpose, (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as

Secured Party may reasonably request or, in the absence of such request, as such Grantor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund, or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of goods, the sale or lease of which shall have given rise to such Collateral. Secured Party, however, may, at any time, whether before or after any revocation of such power and authority or the maturity of any of the Secured Indebtedness, notify any parties obligated on any of the Collateral to make payment to Secured Party of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon the request of Secured Party, each Grantor will, at its own expense, notify any parties obligated on any of the Collateral to make payment to Secured Party of any amounts due or to become due thereunder.

**4.4 As to Intellectual Property.** No Grantor shall, unless such Grantor reasonably and in good faith determines (and notice of such determination shall have been delivered to Secured Party) that any of the Intellectual Property is of negligible economic value to any Grantor, do or permit any act or knowingly omit to do any act whereby any of the Intellectual Property may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenovable term of a registration thereof. Grantors shall notify Secured Party immediately if any Grantor knows, or has reason to know, that any application or registration relating to any material item of the Intellectual Property may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Copyright Office regarding any Grantor's ownership of any of the Intellectual Property, its right to register the same or to keep and maintain and enforce the same. Upon request of Secured Party, Grantors shall execute and deliver any and all agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence Secured Party's security interest in any Grantor's Intellectual Property and the goodwill and general intangibles of any Grantor relating thereto or represented thereby. Each Grantor shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted hereunder).

**4.5 Insurance.** Each Grantor will maintain, and will cause each of its subsidiaries to maintain, insurance with respect to the Equipment and Inventory with companies acceptable to Secured Party. Such insurance shall be in an amount not less than the fair market value of the Equipment and Inventory and shall be against such casualties, with such deductible amounts as Secured Party shall approve. All insurance policies shall be written for the benefit of such Grantor and Secured Party, as their interest may appear, payable to Secured Party as loss payee, or in other forms satisfactory to Secured Party, and such policies or certificates evidencing the same shall be furnished to Secured Party. All policies of insurance shall provide for written notice to Secured Party at least thirty (30) days prior to cancellation. If there is no Event of Default and the destroyed or damaged Equipment and Inventory can be replaced for a similar value to its original purchase price, Secured Party shall pay or reimburse applicable Grantor from the insurance proceeds for the reasonable cost of repair or restoration, and such Grantor shall provide Secured Party with proof of such expenditures.

**4.6 Transfers and Other Liens.** No Grantor shall:

- (a) sell, assign (by operation of law or otherwise), or otherwise dispose of any of the Collateral, except Inventory in the ordinary course of business or as permitted by the Note; or
- (b) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Collateral to secure Indebtedness of any Person or entity, except for the security interest created by this Agreement and except as permitted by the Note.

**4.7 Further Assurances, etc.** Each Grantor agrees that, from time to time at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all reasonable action, that may be necessary, or that Secured Party may reasonably request, in order to perfect, preserve, and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will:

- (a) execute, if necessary, and file such financing or continuation statements, or amendments thereto, and such other instruments or notices (including, without limitation, any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests and other rights granted or purported to be granted to Secured Party hereby;
- (b) furnish to Secured Party, from time to time at Secured Party's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail; and
- (c) execute all documents and take any action required by Secured Party in order for Secured Party to obtain "control" (as defined in the Code) with respect to Collateral consisting of Deposit Accounts, investment property, uncertificated Pledged Interests, and letter-of-credit rights, and if any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in the federal *Electronic Signatures in Global and National Commerce Act*, or in the *Uniform Electronic Transactions Act* as in effect in any relevant jurisdiction, promptly notify Secured Party thereof and, at the request of Secured Party, take such action as Secured Party may reasonably request to vest in Secured Party control under the Code of such electronic chattel paper or control under the federal *Electronic Signatures in Global and National Commerce Act* or, as the case may be, the *Uniform Electronic Transactions Act*, as so in effect in such jurisdiction, of such transferable record.

With respect to the foregoing and the grant of the security interest hereunder, each Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

## SECTION 5

### REMEDIES

**5.1 Certain Remedies.** If any Event of Default shall have occurred and be continuing and such Event of Default is not cured within the cure period set out for such Event of Default in the Note except with respect to certain automatic remedies and defaults as set forth in the Note:

(a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral) and also may:

(i) require any Grantor to, and each Grantor hereby agrees that it will, at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; and

(ii) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to any Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) In addition to and without limiting the rights of Secured Party under *Section 5.2* below, all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Secured Party pursuant to *Section 5.2*) in whole or in part by Secured Party against, all or any part of the Secured Indebtedness in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Secured Indebtedness shall be paid over to the applicable Grantor or to whomsoever may be lawfully entitled to receive such surplus.

**5.2 [INTENTIONALLY DELETED]**

**5.3 Indemnity and Expenses.**

(a) Grantors jointly and severally agree to indemnify Secured Party and its successors and assigns (each an "*Indemnified Person*") from and against any and all claims, losses, and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Secured Party's gross negligence or willful misconduct. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH INDEMNIFIED PERSON.**

(b) Grantors jointly and severally will upon demand pay to Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursement of its counsel and of any experts and agents, which Secured Party may incur in connection with:

- (i) the administration of this Agreement;
- (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;
- (iii) the exercise or enforcement of any of the rights of Secured Party hereunder; or
- (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

**5.4 Rights Cumulative.** The rights, titles, interests, liens, and securities of Secured Party hereunder shall be cumulative of all of the securities, rights, titles, interests, or liens which Secured Party may now or at any time hereafter hold securing the payment of the Secured Indebtedness, or any part thereof.

## SECTION 6

### MISCELLANEOUS PROVISIONS

**6.1 Loan Document.** This Agreement is a Loan Document executed pursuant to the Note and shall (unless otherwise expressly indicated herein) be construed, administered, and applied in accordance with the terms and provisions thereof.

**6.2 Amendments.** No change, amendment, modification, cancellation, or discharge of any provision of this Agreement shall be valid *unless* consented to in writing by the Parent and the Secured Party (subject to the terms of the Note).

**6.3 Notices.** Any notices or other communications required or permitted to be given by this Agreement or any other documents and instruments referred to herein must be in writing and given in accordance with Section 14 of the Note.

**6.4 Headings.** The headings of sections herein are inserted only for convenience and shall in no way define, describe, or limit the scope or intent of any provision of this Agreement.

**6.5 Limitation.** Regardless of any provisions contained in this Agreement, the Note or any other notes, or other evidences of the Secured Indebtedness, or other instruments executed or delivered in connection therewith, Secured Party shall not be entitled to receive, collect, or apply, as interest on the Secured Indebtedness, any amount in excess of the highest lawful rate and, in the event that Secured Party ever receives, collects, or applies, as interest, any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Secured Indebtedness, and if the principal balance of the Secured Indebtedness is paid in full, any remaining excess shall be forthwith paid to the applicable Grantor. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the highest lawful rate, Grantors and Secured Party shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) "spread" the total amount of interest throughout the entire term of the Note so that the interest rate is uniform throughout the entire term of the Note.

**6.6 Assignment of Secured Party's Rights.** Secured Party shall have the right to assign all or any portion of its rights under this Agreement to any subsequent holder or holders of the Secured Indebtedness.

**6.7 Parties in Interest.** As and when used herein, the term "Grantor" and "Grantors" shall mean and include each Grantor and Grantors herein named and its or their successors and permitted assigns, and the term "Secured Party" shall mean and include Secured Party herein named and its successors and assigns, and all covenants and agreements herein shall be binding upon and inure to the benefit of each Grantor and Secured Party and their respective assigns, *provided that* no Grantor shall have any right to assign its rights hereunder to any other Person.

**6.8 Applicable Laws.** THIS AGREEMENT AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THE SECURED INDEBTEDNESS, INCLUDING BUT WITHOUT LIMITATION, ALL CONTRACT, TORT, EQUITY, OR OTHER CLAIMS OR COUNTERCLAIMS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT CONSIDERATION OF ITS CONFLICTS OF LAWS RULES) AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement shall remain unaffected.

**6.9 Entirety.** This Agreement and the Note embody the final, entire agreement among Grantors and Secured Party with respect to the pledge and assignment of the Collateral and the other matters addressed herein and therein, and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto.

**6.10 WAIVER OF TRIAL BY JURY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR THE ACTIONS OF SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF.

**6.11 Waiver of Certain Claims.** Each Grantor hereby waives any right or claim to consequential or punitive damages arising out of or relating to this Agreement or any of the other Loan Documents or the transactions contemplated hereby or thereby, or the actions of Secured Party in the negotiation, administration, or enforcement hereof or thereof.

**6.12 Authorization to File Financing Statements.** Each Grantor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of such Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including whether such Grantor is an organization, the type of organization, and any organization identification number issued to

such Grantor. Each Grantor agrees to furnish any such information to Secured Party promptly upon request.

**6.13 APPOINTMENT OF PARENT. GRANTORS HEREBY APPOINT THE PARENT AS THEIR AGENT WITH RESPECT TO THIS AGREEMENT AND AGREE THAT ANY ACT OR OMISSION BY THE PARENT HEREUNDER OR UNDER ANY OF THE OTHER LOAN DOCUMENTS SHALL BIND AND INURE TO THE BENEFIT OR DETRIMENT, AS THE CASE MAY BE, OF EACH GRANTOR.**

**[Remainder of Page Intentionally Left Blank.]**

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

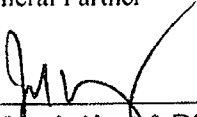
**GRANTORS:**

**CURRENT, LP,**  
a Texas limited partnership

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: Joseph L. Haddock  
Title: CEO

By: HW SHAPP GP, LLC,  
a Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

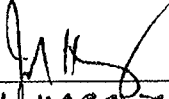
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CURRENT GP, LLC,**  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L HARBERG  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CURRENT ENERGY CONTROLS, LP,**  
a Texas limited partnership

By: Current Energy Controls GP, LLC,  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By: \_\_\_\_\_  
Name: JOSEPH L. HANFORD  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

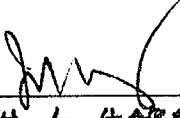
**CURRENT ENERGY CONTROLS GP, LLC,**  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L. HARBERG  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CURRENT ENERGY STORE, LP,**  
a Texas limited partnership

By: Current Energy Store GP, LLC,  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By: \_\_\_\_\_  
Name: JOSEPH L HARBELL  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

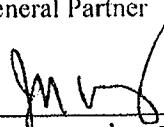
**CURRENT ENERGY STORE GP, LLC,**  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L HANCOCK  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CURRENT ENERGY SERVICES, LP,**  
a Texas limited partnership

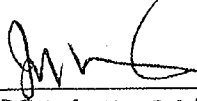
By: Current Energy Services GP, LLC,  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: Joseph L. Harrell  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CURRENT ENERGY SERVICES GP, LLC,**  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By: \_\_\_\_\_  
Name: JOSEPH L HARPER  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CURRENT ENERGY BUILDING SOLUTIONS, LP,**  
a Texas limited partnership

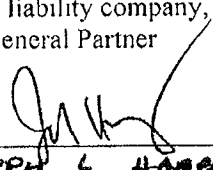
By: Current Energy Building Solutions GP, LLC,  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L. HARBERG  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



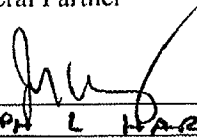
**CURRENT ENERGY BUILDING SOLUTIONS GP, LLC,**  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L HARPELLE  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CURRENT ENERGY MECHANICAL, LP,**  
a Texas limited partnership

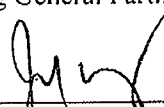
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a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L HAEGZEL  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

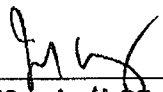
**CURRENT ENERGY MECHANICAL GP, LLC,**  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L HARBERG  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CURRENT ENERGY OPERATING COMPANY, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: JOSEPH L HARPORE  
Title: PRESIDENT

**POWER BROKERS, LP,**  
a Texas limited partnership

By: Power Brokers GP, LLC  
a Texas limited liability company  
its General Partner

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By: \_\_\_\_\_  
Name: JOSEPH L. HARBOLD  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

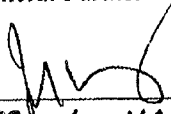
**POWER BROKERS GP, LLC**  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L HARBERG  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

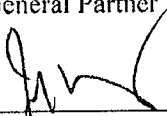
**POWER BROKERS ENERGY COMPANY, LLC**  
a Texas limited liability company

By: Current, LP,  
a Texas limited partnership,  
its sole member

By: Current GP, LLC,  
a Texas limited liability company,  
its general partner

By: SHAPP Current, LP,  
a Texas limited partnership,  
its sole member

By: SHAPP Current GP, LLC,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: JOSEPH L HAGGARD  
Title: CEO

By: HW SHAPP GP, LLC,  
Texas limited liability company,  
its Administrative General Partner

By: HW SHAPP LP, LLC,  
a Texas limited liability company,  
its sole member

By: Hillwood Investment Properties II, L.P.,  
a Texas limited partnership,  
its managing member

By: Hillwood Holding Corporation,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule I**

Item A

5440 Harvest Hill Road  
Suite 100  
Dallas, Texas 75230

3103 Knox Street  
Dallas, Texas 75205

Item B (Lockboxes)

Item C (Executive Office)

5440 Harvest Hill Road  
Suite 100  
Dallas, Texas 75230



**Schedule 3.10**  
**Deposit Accounts**

D-Current Energy Pledge and Security Agreement(1768350\_2) (7)Schedule 3.10