

THIS BOND AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS BOND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OFFERED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION THEREFROM IS AVAILABLE.

**NexGen WoWTech, LLC**

**CONVERTIBLE CLIMATE BOND**

**FOR VALUE RECEIVED**, the undersigned, **NexGen WoWTech, LLC** (the "Company"), a Wyoming LLC, having its principal place of business at, 5706 O Bannon Drive, Las Vegas, NV 89146, hereby promises to pay to;

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

or their registered assigns, the principal sum of \$ \_\_\_\_\_, with interest on the unpaid principal amount hereof at the rate of ten percent (10%) per annum.

1. **Payments & Term.** Simple interest (10%), shall accrue during the first, second and third years of this Bond. At the end of such one (1) year period, the accrued interest shall be added to principal. Assuming no prepayments, the interest payments shall be made annually at the end of the second and third year, at the rate of 10% per annum rate. All payments shall be made in lawful money of the United States.

1.1 The principal amount borrowed under this BOND shall all be due and payable three years from the date of execution of this BOND.

2. **Prepayments.** This BOND may be prepaid, in whole or in part, without penalty or premium, at any time upon thirty (30) days written notice to the registered holder of this BOND. Any such prepayment shall be applied first to accrued interest, then to principal.

3. **Security.** This BOND's principal sum, plus annual interest, is secured by an equal cash equivalent, aggregated amount of ENERGY SAVINGS CERTIFICATES (ESc's), ENERGY EFFICIENCY CREDITS (EEc's) or CO2 CREDITS. Also known as WHITE CERTIFICATES or TRADABLE WHITE CERTIFICATES (TWC's).

**4. Default.**

4.1. **Remedies.** If an Event of Default (as hereinafter defined) occurs and is continuing, then, and in every such case, the holder may declare the outstanding principal amount of this BOND and accrued interest thereon to be due and payable by delivery of a notice in writing to the Company, and upon such delivery such principal and accrued interest thereon shall become immediately due and payable within sixty days.

4.2. **Events of Default.** The term "Event of Default", whenever used herein, means any one of the following events:

(a) BOND Payments. Failure to pay any installment of principal or interest upon this BOND within sixty (60) days after such installment becomes due and payable.

(b) Breaches of Covenants. The breach, in any material respect, by the Company of any covenant, condition or provision of this BOND, and continuance of such breach for a period of thirty (30) days after the Company shall have received a written notice delivered in person or by registered or certified mail from the holder specifying such breach and stating that such notice is a “Notice of Default” hereunder.

(c) Bankruptcy Order. The decree or order by a court having jurisdiction in the matter has been entered adjudicating the Company bankrupt or insolvent, or approving a petition seeking reorganization of the Company under the Bankruptcy Code, or any other similar applicable federal or state law, and such decree or order has continued in force undischarged or unstayed for a period of ninety (90) days.

(d) Appointment of Receiver. A decree or order of a court having jurisdiction in the matter for the appointment of a receiver or liquidator, or trustee, or assignee in bankruptcy or insolvency of the Company, for all or substantially all of its property, for the winding up or liquidation of its affairs, has been entered and such decree or order has continued in force undischarged or unstayed for a period of ninety (90) days.

(e) Bankruptcy Filing. If the Company institutes proceedings to be adjudged a voluntary bankrupt, or consents to the filing of bankruptcy proceedings against it, or files a petition or answer or consent seeking reorganization under the Bankruptcy Code or any other similar or applicable federal or state law, or consents to the filing of any such petition, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they come due.

## **5. Conversion.**

### 5.1 Conversion Procedure.

(a) Optional Conversion. Any holder of this BOND, subject to the qualifications set forth in paragraph 5.2(a), may at any time convert all or any portion of the outstanding principal amount of, or accrued interest on, this BOND into a number of shares of the Company’s Common Stock computed by dividing such amount by the Conversion Price then in effect, as set forth in Section 5.2.

(b) Initial Public Offering. If the Company proposes to offer its Common Stock to the public pursuant to a registration under the Securities Act of 1933, as amended, the Company shall give written notice thereof to the holder of this BOND. Within thirty (30) days after such notice is given, Lender shall elect, by written notice to the Company, either to (i) convert the entire amount of outstanding principal and accrued interest of this BOND to Common Stock in accordance with the provisions of the Section 5 or (ii) have the entire amount of outstanding principal and accrued interest of this BOND repaid out of the proceeds of such public offering. If the holder does not make an election within such thirty (30) day period, the outstanding principal and accrued interest of this BOND will be converted into Common Stock in accordance with the provisions of this Section 5 immediately prior to the closing of such public offering.

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(c) Surrender of BOND. Each conversion of this BOND will be affected by the surrender of this BOND at the principal office of the Company at any time during normal business hours, together with a written notice by the holder hereof stating that such holder desires to convert the entire outstanding principal balance and accrued interest, or another stated amount of principal and interest, represented by this BOND, into Common Stock. Each conversion will be deemed to have been effected as of the close of business on the date on which this BOND (or any replacement BOND) has been surrendered and such notice has been received and at such time, the rights of the holder of this BOND (or any replacement BOND) as such holder will cease and the person or persons in whose name or names any certificate or certificates for shares of Common Stock are to be issued upon such conversion will be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(d) Delivery of Certificates. As soon as possible after a conversion has been affected (but in any event within five (5) business days in the case of subparagraph (i) below), the Company will deliver to the converting holder:

(i) a certificate or certificates representing the number of shares of Common Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(ii) a replacement BOND representing the amount of principal and accrued interest of the BOND delivered to the Company, in connection with such conversion, if any but which was not converted.

(e) Charges to Holder. The issuance of certificates for shares of Common Stock upon conversion of this BOND will be made without charge to the holder for any issuance tax in respect thereof or other cost incurred by the Company, in connection with such conversion and the related issuance of shares of Common Stock. Upon conversion, the Company will take all such actions as are necessary in order to insure that the Common Stock issuable with respect to such conversion will be validly issued, fully paid and nonassessable.

(f) No Closure of Books. The Company will not close its books against the transfer of this BOND or of Common Stock issued or issuable upon conversion of this BOND in any manner which interferes with the timely conversion of this BOND.

(g) Fractional Shares. If any fractional interest in a share of Stock would except for the provisions of this paragraph (g), be deliverable upon any conversion, the Company, in lieu of delivering the fractional share therefore will pay an amount to the holder thereof equal to the Market Price of such fractional interest as of the date of conversion.

5.2. Conversion Price. The Conversion Price is based on a formula whereby the principal sum due hereunder, plus accrued interest due, the total thereof, shall be divided by the Market Price of the Company's Stock, as appraised by the designated Market Maker, prior to any Initial Public Offering. Thereby giving all first-in investors the opportunity to convert their original loan amount into Company Stock, prior to its conversion into Public Stock. The Company's long-term strategy is to increase the value, and price of its Common Stock to reflect its enhanced BOOK VALUE with the addition of its considerable amount of aggregated, verified, ENERGY SAVINGS CERTIFICATES (ESc's).

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(a) Buyout of Conversion Right. For a period not to exceed thirty (30) days after receipt of notice of the BOND Holder's intention to convert, the Company may purchase the right to convert for an amount of money equal to twice the amount of the principal sum then due and outstanding, all payable to holder within such thirty (30) day period after receipt of the holder's notice of intention to convert.

5.3 Subdivision or Combination of Common Stock. If the Company at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced, and if the Company at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination will be proportionately increased.

5.4. Reorganization, Reclassification, Consolidation, Merger or Sale. Any capital reorganization, reclassification, consolidation, merger or sale of all or substantially all of the Company's assets to another person which is effected in such a way that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock is referred to herein as an Organic Change. Prior to the consummation of any Organic Change, the Company will make appropriate provisions (in form and substance satisfactory to the holder of this BOND) to insure that the holder of this BOND will thereafter have the right to acquire and receive, in lieu of or in addition to the shares of Common Stock immediately theretofore acquirable and receivable upon the conversion of this BOND, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted this BOND immediately prior to such Organic Change. In any such case, the Company will make appropriate provisions (in form and substance satisfactory to the holder of this BOND) to insure that the provisions of this Section 5 will thereafter be applicable to this BOND, including, in the case of any such consolidation, merger or sale in which the successor corporation or purchasing corporation is other than the Company, an immediate adjustment of the Conversion Price to the value for the Common Stock reflected by the terms of such consolidation, merger or sale, and a corresponding immediate adjustment in the number of shares of Common Stock acquirable and receivable upon conversion of this BOND, if the value so reflected is less than the Conversion Price in effect immediately prior to such consolidation, merger or sale. The Company will not affect any such consolidation, merger or sale, unless prior to the consummation thereof, the successor corporation (if other than the Company) resulting from consolidation or merger or the corporation purchasing such assets assumes by written instrument (in form reasonably satisfactory to the holder of this BOND), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

5.5 Certain Events. If any event occurs of the type contemplated by the provisions of this Section 5 but not expressly provided for by such provisions, then the Company's Board of Directors will make an appropriate adjustment in the Conversion Price so as to protect the rights of the holder of this BOND; provided that no such adjustment will increase the Conversion Price as otherwise determined pursuant to this Section 5 or decrease the number of shares of Common Stock issuable upon conversion of this BOND.

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5.6 Certain Notices.

(a) Adjustments. Immediately upon any adjustment of the Conversion Price, the Company will give written notice thereof to the holder of this BOND.

(b) Dividends or Liquidation. The Company will give written notice to the holder of this BOND at least twenty days prior to the date on which the Company closes its books or takes a record (i) with respect to any dividend or distribution upon Common Stock or (ii) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(c) Organic Changes. The Company will also give written notice to the holder of this BOND at least twenty (20) days prior to the date on which any Organic Change will take place.

6. Liquidating Dividends. If the Company declares or pays a dividend upon the Common Stock payable otherwise than in cash out of earnings or earned surplus (determined in accordance with generally accepted accounting principles, consistently applied) except for a stock dividend payable in shares of Common Stock, "Liquidating Dividend", then the Company will pay to the holder of this BOND at the time of payment thereof the Liquidating Dividends which would have been paid on the Common Stock had the entire outstanding principal and accrued interest of this BOND been converted immediately prior to the date on which a record is taken for such Liquidating Dividend, or, if no record is taken, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

7. Definitions. Unless otherwise indicated, capitalized terms used herein shall have the meaning ascribed to such terms in the Convertible BOND.

"Common Stock" means, collectively, the Company's Common Stock and any capital stock of any class of the Company hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Company.

"Energy Savings Certificates" (ESc's) are tradable certificates, similar to renewable energy certificates (REc's), that typically represent one megawatt-hour (MWh) of energy savings from energy efficient projects. Utilities purchase these ESc's to comply with the Law. Now, there is a Global demand for ESc's.

"Market Price" of any security means the average of the closing prices of such security's sales on all national securities exchanges on which such security may at the time be listed or on the NASDAQ System for which real-time transaction reporting is required by an effective transaction reporting plan, or, if there has been no sale on any such exchange or quotation system on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed or quoted, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated.

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Or, any similar successor organization, in each such case averaged over a period of twenty-one (21) days consisting of the day as of which ‘Market Price’ is being determined and the twenty (20) consecutive business days prior to such day. If at any time such security is not listed on any national securities exchange or quoted in the NASDAQ System or the over-the-counter market, the ‘Market Price’ will be the fair value thereof determined jointly by the Company and the holder of this BOND. If the stock of this Company is not publicly traded; such fair value will be determined by an independent written appraiser jointly selected by the Company and the holder of this BOND.

**8. Registration, Transfer and Exchange of BOND.**

(a) Register. This BOND shall be issued in registered form. The Company shall keep at its principal executive office a register in which, subject to such reasonable regulations as it may prescribe, but at its expense (other than transfer taxes, if any), the Company shall provide for the registration and transfer of this BOND.

(b) Exchange. Whenever this BOND (or any replacement BOND) shall be surrendered by the holder at the principal executive office of the Company for transfer or exchange, the Company at its expense will execute and deliver in exchange therefor a new BOND or BONDS in denominations of not less than \$1,000, as may be requested by the holder, in the same aggregate unpaid principal amount as the aggregate unpaid principal amount of the BOND so surrendered, provided that any transfer tax relating to such transaction shall be paid by the holder requesting the exchange. Each such new BOND shall be in registered form, shall be dated as of the date to which interest has been paid on the unpaid principal amount of the BOND so surrendered (or dated the date of the surrendered BOND if no interest has been paid thereon), and shall be in such principal amount and registered in such name or names, or payable to the order of such person or persons, as the holder may designate in writing. No reference need be made in any such new BOND to any prepayments of principal previously due and paid upon the BOND surrendered for exchange.

**Registration Determines Ownership.** The Company may treat the person in whose name this BOND (or any replacement BOND) is registered as the owner thereof for the purpose of receiving payment of the principal of and interest on such BOND and for all other purposes, whether or not such BOND be overdue, and the Company shall not be affected by any notice to the contrary.

**Miscellaneous.**

**Governing Law.** This BOND shall be governed by and construed in accordance with the laws of the State of Nevada. If any one or more of the provisions contained in this BOND shall for any reason be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the parties agree that such court may modify such provision to the extent necessary to make it valid, legal and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder. The federal and state courts of the State of Nevada (United States of America) shall have sole and exclusive jurisdiction over any dispute arising from this

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**Attorneys' Fees.** If this BOND is collected by law or through an attorney for collection or enforcement, the holder hereof shall be entitled to collect reasonable attorneys' fees and all costs of collection from the Company. The Company hereby waives presentment for payment, notice of non-payment, protest and notice of protest.

**Notices.** Unless otherwise specifically stated herein, all notices, demands payments or other communications to be given or delivered pursuant to this BOND will be in writing and will be deemed to have been given when delivered, if delivered personally, or three (7) days after placement in the U.S. Mail, postage prepaid, addressed to the registered holder at the address shown on the registration records of the Company, or addressed to the Company at its principal executive offices, as the case may be.

**Binding Effect.** All of the covenants contained herein shall bind the Company, its successors and assigns.

**IN WITNESS WHEREOF,** the Company has executed and delivered this BOND on the date first written above.

**NexGen WoWTech, LLC.**

**By:** \_\_\_\_\_  
**Daniel J. Longworth**  
**CEO**

**Lender:**

**By:** \_\_\_\_\_  
**Individual - (Print Name)**

\_\_\_\_\_  
**Signature**

**By:** \_\_\_\_\_  
**Company – (Print Name)**

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Officer**