ALTA COMMITMENT FOR TITLE INSURANCE

LEGAL DESCRIPTION ISSUED BY STEWART TITLE GUARANTY COMPANY Commitment Date: November 5, 2020 at 8:00AM The Title is, at the Commitment Date, vested in:

Graphite Solar I, LLC, a Utah limited liability company, pursuant to the following: Parcels 1 and 2: (Leasehold Interest): Leasehold interest pursuant to that certain unrecorded Power Plant Ground Lease dated November 3, 2020 by and between Dale Christopher Dunlap and Graphite Solar I, LLC, a Utah limited liability company, as disclosed by Memorandum of Ground Lease recorded November 3, 2020, as Entry No. 852012, in Book 976, at Page 29, of Official Records. Parcels 3 and 4: (Leasehold Interest): Leasehold interest pursuant to that certain unrecorded Power Plant Ground Lease dated November 3, 2020 by and between Lawrence Motte, as Trustee of The Lawrence Motte Trust, dated September 18, 2020 and Graphite Solar I, LLC, a Utah limited liability company, as disclosed by Memorandum of Ground Lease recorded November 3, 2020, as Entry No. 852010, in Book 976, at Page 17, of Official Records.

Parcel 5; (Leasehold Interest): Leasehold interest pursuant to that certain unrecorded Power Plant Ground Lease dated November 3, 2020 by and between Circle K Ranch, LLC, a Utah limited liability company and Graphite Solar I, LLC, a Utah limited liability company, as disclosed by Memorandum of Ground Lease recorded November 3, 2020, as Entry No. 852011, in Book 976, at Page 23, of Official

Parcel 6; (Easement Interest): A non-exclusive road easement and right of way for the purpose of ingress and egress, as disclosed by that certain Warranty Deed recorded January 8, 1979, as Entry No. 148036, in Book 185, at Page 192, records of the Carbon County Recorder, and that certain Access Easement Grant dated July 14, 2020, by and between Paul D'Ambrosio, Trustee of the Paul D'Ambrosio Trust, dated August 28, 2013, and Graphite Solar I, LLC, a Utah limited liability company, recorded July 14, 2020, as Entry No. 850289, in Book 965, at Page 347, records of the Carbon County Recorder.

Parcel 7: (Easement Interest): Right of Way Grant UTU-94609 dated August 31, 2020, by and between United States of America, and Graphite Solar I, LLC, a Utah limited liability company, recorded September 3, 2020, as Entry No. 851110, in Book 970, at Page 395, records of the Carbon County Recorder and Right of Way Grant UTU-94609-01 dated September 4, 2020, by and between United State of America, and Graphite Solar I, LLC, a Utah limited liability company, recorded September 17, 2020, as Entry No. 851313, in Book 971, at Page 739, records of the Carbon County

The South one-half of the Southeast Quarter of Section 31, Township 14 South, Range 11 East, Salt Lake Base and Meridian Tax I.D.: 02-1778-0000

All of Lot 1 (the Northeast Quarter of the Northeast Quarter) and the East 330 feet of Lot 2 (the Northwest Quarter of the Northeast Quarter) of Section 6, Township 15 South, Range 11 East, Salt Lake Base and

Excepting therefrom the following described portion thereof: Beginning at a point 416.7 feet South of the Northeast corner of Section 6, Township 15 South, Range 11 East, Salt Lake Base and Meridian, said point of beginning being at the East boundary line of said Section 6, and running thence South along said section line 906.6 feet; thence South 89°54' West 1201 feet; thence North 0°02' West 906 feet; thence North 89°52' East 1201.5 feet to the point of beginning.

Also, excepting therefrom the following described portion thereof: Beginning at a point 1323.3 feet South and South 89°54' West 1201 feet from the Northeast corner of Section 6, Township 15 South, Range 11 East, Salt Lake Base and Merdian, and running thence South 89°54' West to a point 330 feet West (recorded in the severing deed as "East") of the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 6; thence North 0°02' West 906.6 feet; thence North 89°52' East to a point South 416.7 feet South and South 89°52' West 1201.1 feet from the Northeast corner of said Section 6; thence South 0°02' East 906 feet, more or less, to the point of beginning. Tax I.D.: 02-1911-0001

Lots 3 and 4, Section 5, Township 15 South, Range 11 East, Salt Lake Base and Meridian.

The South 1/2 of the Southwest Quarter of Section 33, Township 14 South, Range 11 East, Salt Lake Base and Meridian. Tax I.D.: 02-2162-0000

Township 15 South, Range 11 East, Salt Lake Base and Meridian

Section 4: Lot 3 (NE1/4 NW1/4)(PARCEL A) (part of Tax I.D. #02-1877-0000) Lot 4 (NW1/4 NW1/4)(PARCEL B) (part of Tax I.D. #02-1877-0000) SW1/4 NW1/4 (PARCEL C) (part of Tax I.D. #02-1877-0000) NW1/4 SW1/4 (PARCEL D) (part of Tax I.D. #02-1877-0000)

Section 5: Lot 1 (NE1/4 NE1/4) (PARCEL E) (part of Tax I.D. #02-1882-0000) Lot 2 (NW1/4 NE1/4) (PARCEL F) (part of Tax I.D. #02-1882-0000) SE1/4 NE1/4 (PARCEL G) (part of Tax I.D. #02-1882-0000) E1/2 SW1/4 NE1/4 (PARCEL H) (part of Tax I.D. #02-1882-0000) E1/2 NE1/4 SE1/4 (PARCEL I) (part of Tax I.D. #02-1882-0000) Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 5, and running thence South 1793 feet; thence East 1980 feet; thence North 1793 feet; thence West 1980 feet to the place of beginning. (PARCEL J) (part of Tax I.D. #02-1882-0000) Beginning 3300 feet East and 2298.38 feet North of the Southwest corner of said Section 5, being a point the West line of the E1/2 NW1/4 SE1/4 of said section, and running thence North 341.62 f North line of said NW1/4 SE1/4: thence East 732.16 feet: thence South 65° West 808.34 feet to the point of beginning. (PARCEL K) (part of Tax I.D. #02-1882-0000)

nning 1002 feet 8 inches East of the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 5, and running thence North 847 feet; thence East 488 feet 8 inches; thence South 847 feet; thence West 488 feet 8 inches to the place of begining. (PARCEL L) (Tax I.D. #02-1892-

The above Parcels 1, 2, 3, 4 and 5 comprise the following Project Boundary Description: A PORTION OF SECTIONS 4, 5, & 6 TOWNSHIP 15 SOUTH, RANGE 11 EAST, AND SECTIONS 31 & 33. TOWNSHIP 14 SOUTH, RANGE 11 EAST, SALT LAKE BASE AND MERIDIAN, CARBON COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 5, TOWNSHIP 15 SOUTH, RANGE 11 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°20'07" EAST 2670.88 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 5: THENCE NORTH 89°22'01" EAST 2667.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 00°13'29" WEST 1335.23 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 33: THENCE NORTH 89°33'01" FAST 2673 85 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 00°28'08" WEST 1325.48 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33: THENCE SOUTH 00°18'13" EAST 1329.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID. SECTION 4: THENCE SOUTH 89°32'11" WEST 1328.42 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4: THENCE SOUTH 00°19'31" EAST 1325.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4: THENCE SOUTH 00°18'35" FAST 1321.32 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 89°28'57" WEST 1327.79 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4: THENCE SOUTH 89°15'07" WEST 667.48 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE NORTH 00°18'43" WEST 1327.50 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5: THENCE SOUTH 89°16'37" WEST 602.17 FEET: THENCE SOUTH 64°21'08" WEST 810.60 FEET: THENCE SOUTH 00°18'17" EAST 128.38 FEET: THENCE SOUTH 89°16'37" WEST 516.24 FEET; THENCE SOUTH 00°44'54" EAST 858.28 FEET; THENCE SOUTH 89°15'06" WEST 488.67 FEET; THENCE NORTH 00°44'54" WEST 858.50 FEET; THENCE SOUTH 89°16'37" WEST 994.88 FEET: THENCE NORTH 00°13'44" WEST 470.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5: THENCE NORTH 00°22'50" WEST 1323.13 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 89°18'22" WEST 1333.61 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5: THENCE NORTH 00°27'36" WEST 907.10 FEET TO A POINT ON SECTION LINE AND 416.7 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 6; HENCE SOUTH 89°23'34" WEST 1656.29 FEET; THENCE NORTH 00°25'05" WEST 416.70 FEET TO SECTION LINE: THENCE SOUTH 89°23'34" WEST 993.59 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31: THENCE NORTH 00°06'25" WEST 1329.29 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; HENCE NORTH 89°21'11" EAST 2652.59 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31: THENCE SOUTH 00°01'20" WEST 1331.17 FEET TO THE POINT OF BEGINNING.

A non-exclusive road easement and right of way for the purpose of ingress and egress, as disclosed by that certain Warranty Deed recorded January 8, 1979, as Entry No. 148036, in Book 185, at Page 192, records of the Carbon County Recorder, and that certain Access Easement Grant dated July 14, 2020, by and between Paul D'Ambrosio, Trustee of the Paul D'Ambrosio Trust, dated August 28, 2013, and Graphite Solar I. LLC, a Utah limited liability company, recorded July 14, 2020, as Entry No. 850289, in Book 965, at Page 347, records of the Carbon County Recorder, said easement and right of way being more particularly described as follows Beginning at a point 2517 feet, more or less, East of the Southwest corner of Section 5, Township 15

South, Range 11 East, Salt Lake Base and Meridian, and running thence North 1320 feet, more or less. to the 40 acre line; thence East 100 feet; thence South 1320 feet, more or less, to the section line; thence West 100 feet to the point of beginning. (Tax I.D. #'s 02-1877-0000, 02-1882-0000, and 02-1892-0000)

Right of Way Grant UTU-94609 dated August 31, 2020, by and between United State of America, and Graphite Solar I, LLC, a Utah limited liability company, recorded September 3, 2020, as Entry No. 851110, in Book 970, at Page 395, records of the Carbon County Recorder, said easement and right of way being more particularly described as follows: Township 14 South, Range 11 East, Salt Lake Base and Meridian

Section 30: S1/2NE1/4, SE1/4; Section 31: F1/2NF1/4 NF1/4SF1/4 Right of Way Grant UTU-94609-01 dated September 4, 2020, by and between United State of America, and Graphite Solar I, LLC, a Utah limited liability company, recorded September 17, 2020, as Entry No. 851313, in Book 971, at Page 739, records of the Carbon County Recorder, said easement and right of

way being more particularly described as follows: Township 14 South, Range 11 East, Salt Lake Base and Meridian Section 30: SW1/4NE1/4, W1/2SE1/4, SE1/4SE1/4

(Tax I.D. #s 2A-1292-030F and 2A-1292-031F)

Section 31: E1/2NE1/4

File No.: 500421 THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION. GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN. The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that

would be disclosed by an accurate and complete land survey of the Land and not shown by the

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock sand and gravel and other hydrocarbons in. on, under and that may be produced from the Land. together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

(The following Exceptions pertain to Parcels 1 and 2) 8. Taxes for the year 2020 and subsequent years, not yet due and payable. Taxes for the year 2019 have been paid in the amount of \$6.54, as to Serial Numbers 02-1778-0000 and 02-1911-0000. Said lands are currently under Greenbelt assessment, per that certain Application for Assessment (Greenbelt) recorded November 25, 2019, as Entry No. 847631, in Book 942, at Page 665, subject to the terms and conditions thereof, including, but not limited to, the five-year roll-back provision

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of

10. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.

11. Mineral reservations set forth in that certain Quit Claim Deed recorded November 20, 1951, as Entry No. 62329, in Book 15-E, Page 246, of Official Records. Terms and conditions of that certain Surface Waiver dated May 18, 2020, by Frandsen Holdings, L.C., in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June, 1, 2020, as Entry No. 849673, in Book 961, at Page 291, of Official Records. Terms and conditions of that certain Surface Waiver dated June 13, 2020, by John E. O'Green, in

favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849898, in Book 963, at Page 93, of Official Records. Terms and conditions of that certain Surface Waiver dated (effective date omitted), by Nancy Wiggains, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849899, in Book 963, at Page 100, of Official Records. Terms and conditions of that certain Surface Waiver dated June 13, 2020, by Janis Aberle, in favor of

Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849900, in Book 963, at Page 107, of Official Records Terms and conditions of that certain Surface Waiver dated June 13, 2020, by Jeanne Day, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849901, in Book 963, at Page 114, of Official Records.

Terms and conditions of that certain Surface Waiver dated (effective date omitted), by Clarence Gordon-Call, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 13. 2020, as Entry No. 850260, in Book 965, at Page 176, of Official Records. Terms of conditions of that certain Surface Waiver dated July 20, 2020, by Jennifer Park, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 28, 2020, as Entry No. 850496, in Book 966, at Page 741, of Official Records.

Terms of conditions of that certain Surface Waiver dated August 17, 2020, by Brooke L. Holland, Trustee of the Jan L. Miller Revocable Trust, dated November 21, 2007, and any amendments thereto, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No. 850942 in Book 969 at Page 511 of Official Records Terms of conditions of that certain Surface Waiver dated August 17, 2020, by Jeff Whipple, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No. 850929, in Book 969, at Page 439, of Official Records

Terms of conditions of that certain Surface Waiver dated August 14, 2020, by John Jay Whipple, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No. 850939, in Book 969, at Page 497, of Official Records.

12. Mineral reservations set forth in that certain Warranty Deed recorded November 20, 1951, as Entry No. 62330, in Book 5-AA, Page 68, of Official Records Terms and conditions of that certain Surface Waiver dated May 18, 2020, by Frandsen Holdings, L.C., in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June, 1, 2020, as Entry No. 849673, in Book 961, at Page 291, of Official Records. Terms and conditions of that certain Surface Waiver dated June 13, 2020, by John E. O'Green, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849898, in Book 963, at Page 93, of Official Recorune 17, 2, □e B□I□ds. Terms and conditions of that certain Surface Waiver dated (effective date omitted), by Nancy Wiggains, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849899, in Book 963, at Page 100, of Official Records. Terms and conditions of that certain Surface Waiver dated June 13, 2020, by Janis Aberle, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849900,

Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849901, in Book 963, at Page 114, of Official Records Terms and conditions of that certain Surface Waiver dated (effective date omitted), by Clarence Gordon-Call, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 13, 2020, as Entry No. 850260, in Book 965, at Page 176, of Official Records. Terms of conditions of that certain Surface Waiver dated July 20, 2020, by Jennifer Park, in favor of

Terms and conditions of that certain Surface Waiver dated June 13, 2020, by Jeanne Day, in favor of

in Book 963, at Page 107, of Official Records.

Graphite Solar I, LLC, a Utah limited liability company, recorded July 28, 2020, as Entry No. 850496, n Book 966, at Page 741, of Official Records Terms of conditions of that certain Surface Waiver dated August 17, 2020, by Brooke L. Holland, Trustee of the Jan L. Miller Revocable Trust, dated November 21, 2007, and any amendments thereto, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No. 850942, in Book 969, at Page 511, of Official Records. Terms of conditions of that certain Surface Waiver dated August 17, 2020, by Jeff Whipple, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No.

850929, in Book 969, at Page 439, of Official Records Terms of conditions of that certain Surface Waiver dated August 14, 2020, by John Jay Whipple, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No. 850939, in Book 969, at Page 497, of Official Records.

13. Mineral reservations set forth in that certain Warranty Deed recorded November 17, 1970, as Entry 28. Water rights, claims or title to water, whether or not the matters are shown by the Public Records. No. 120781, in Book 122, Page 112, of Official Records. As disclosed by that certain Application for Informal Appointment of Personal Representative to Serve Without Bond filed September 23, 1996, under Probate No. 963700039, records of the Clerk of the Seventh District Court in and for Carbon County, State of Utah, and those certain Affidavits of Heirship recorded August 13, 2020, as Entry Nos. 850754, 850755, 850756, 850757 and 850758, in Book 968, at Pages 395, 397, 399, 401 and 403, of Official Records, Stella O'Green, also known as Stella Jelesniaski (Yelesniaski) O'Green, one of the mineral owners named in Schedule A hereof, and who reserved an interest in the mineral estate to said lands in the Warranty Deed described above, is deceased, and her living heirs, at the time of execution of said affidavits, are (but are not necessarily limited to) Clarence Gordon "Gordy" Call, Kimberly (Smith/Georgedes/Call?), Stephne (Smith/Georgedes/Call?), Monica (Smith/Webb/Call?), Frances "Frannie" Smith, John E. O'Green, also known as John O'Green, Jeanne Day (O'Green), Janis Aberle (O'Green) and Nancy Wiggains (O'Green). No assertion is made hereby that the aforementioned heirs are the only or the lawfully correct heirs of said decedent. Per that certain Informal Appointment of Personal Representative and subsequent Letters of Administration filed October

10, 1996, under said Probate No. 963700039, John O'Green is the personal representative of the estate of said decedent. As disclosed by those certain Affidavits of Heirship recorded August 25, 2020, as Entry Nos. 850928 and 850938, in Book 969, at Pages 437 and 495, and that certain Personal Representative's Mineral Deed recorded August 25, 2020, as Entry No. 850941, in Book 969, at Page 506, of Official Records, Frank Eugene Whipple, one of the mineral owners named in Schedule A hereof, and who reserved an interest in the mineral estate to said lands in the Warranty Deed described above, is deceased, his estate has not been probated, and his living heirs, at the time of execution of said affidavits, are (but are not necessarily limited to) Jeff Whipple, John Jay Whipple, and Brooke Holland, also known as Brooke L. Holland, individually and/or as Trustee under the Jan L. Miller Revocable Trust, dated as of November 21, 2007, and any amendments thereto. No assertion is made hereby that the

aforementioned heirs are the only or the lawfully correct heirs of said decedent Terms and conditions of that certain Surface Waiver dated May 18, 2020, by Frandsen Holdings, L.C., in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June, 1, 2020, as Entry No. 849673, in Book 961, at Page 291, of Official Records Terms and conditions of that certain Surface Waiver dated June 13, 2020, by John E. O'Green, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No.

849898, in Book 963, at Page 93, of Official Records. Terms and conditions of that certain Surface Waiver dated (effective date omitted), by Nancy Wiggains, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849899, in Book 963, at Page 100, of Official Records.

13. Continued Terms and conditions of that certain Surface Waiver dated June 13, 2020, by Janis Aberle, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849900, in Book 963, at Page 107, of Official Records

Terms and conditions of that certain Surface Waiver dated June 13, 2020, by Jeanne Day, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded June 17, 2020, as Entry No. 849901, in Book 963, at Page 114, of Official Records.

Terms and conditions of that certain Surface Waiver dated (effective date omitted), by Clarence Gordon-Call, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 13, 2020, as Entry No. 850260, in Book 965, at Page 176, of Official Records. Ferms of conditions of that certain Surface Waiver dated July 20, 2020, by Jennifer Park, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 28, 2020, as Entry No. 850496,

in Book 966, at Page 741, of Official Records Terms of conditions of that certain Surface Waiver dated August 17, 2020, by Brooke L. Holland, Frustee of the Jan L. Miller Revocable Trust, dated November 21, 2007, and any amendments thereto in favor of Graphite Solar I. LLC, a Utah limited liability company, recorded August 25, 2020. as Entry No. 850942, in Book 969, at Page 511, of Official Records. Terms of conditions of that certain Surface Waiver dated August 17, 2020, by Jeff Whipple, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No. 850929, in Book 969, at Page 439, of Official Records.

Terms of conditions of that certain Surface Waiver dated August 14, 2020, by John Jay Whipple, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No. 850939, in Book 969, at Page 497, of Official Records.

14. A perpetual right of way and easement in favor of the Wellington Canal Company, its successors and/or assigns, to lay, maintain, operate, repair, inspect, remove and replace water pipelines, valves, valve boxes, meters, meter boxes, manholes and other water and distribution facilities over, under, upon and across a portion of said land 20 feet in width, 10 feet on each side of the following described centerline (40 feet in width for temporary construction purposes, 10 feet left and 30 feet right of said centerline): Beginning at a point which is South 10 feet from the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 31, said point being on the grantor's West property line, and running thence East 1823.92 feet; thence South 1736.70 feet, more or less, to the grantor's South property line; together with all rights and privileges incident thereto, recorded April 20, 2000, as Entry No. 79807, in Book 453, at Page 417, of Official Records. Terms and conditions of that certain Consent and Crossing Agreement dated July 22, 2020, by and between Wellington Canal Company, a Utah non-profit corporation and Graphite Solar I, LLC, a Utah limited liability company, recorded July 28, 2020, as Entry No. 850492, in Book 966, at Page 723, of

15. Terms and conditions of the certain unrecorded Option Agreement to Lease Real Estate dated August 14, 2019, by and between Dale Christopher Dunlap, as optionor and Graphite Solar 1, LLC, a Utah limited liability company, as optionee, as disclosed by the certain Memorandum of same recorded August 14, 2019, as Entry No. 846479, in Book 936, at Page 119, of Official Records. Notice of Excercise of Option and Commencement of Lease, upon the terms and conditions therein provided, recorded November 3, 2020, as Entry No. 852003, in Book 975, at Page 805, of Official

An unrecorded Power Plant Ground Lease, upon the terms and conditions therein provided, dated November 3, 2020 by and between Dale Christopher Dunlap and Graphite Solar I, LLC, a Utah limited liability company, as disclosed by Memorandum of Ground Lease recorded November 3, 2020, as Entry No. 852012, in Book 976, at Page 29, of Official Records.

16. Terms and conditions of that certain Conditional Use Permit dated September 10, 2019, issued by Carbon County Department of Planning in favor of Graphite Solar I, LLC, recorded November 19. 2019, as Entry No. 847552, in Book 942, at Page 342, of Official Records.

17. Said land, or a portion thereof, lies within the boundaries of the Graphite Solar Community Reinvestment Project Area Plan, as disclosed by that certain Notice of Adoption thereof recorded February 4, 2020, as Entry No. 848331, in Book 953, at Page 594, Correction thereto recorded April 20, 2020, as Entry No. 849177, in Book 958, at Page 177, and Ordinance No. 531 adopting said plan by the Carbon County Commission recorded April 17, 2020, as Entry No. 849173, in Book 958, at Page 152, of Official Records.

(The following Exceptions pertain to Parcels 3 and 4) 18. Taxes for the year 2020 and subsequent years, not yet due and payable. Taxes for the year 2019 have been paid in the amount of \$930.49, as to Serial Numbers 02-1886-0000 & 02-2162-0000.

19. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

20. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.

21. The reservation by Carbon County of all of the coal, mineral, gas and oil rights and interest in and to said Parcel 3, as set forth in that certain Quit Claim Deed recorded February 18, 1959 as Entry No. 87652 in Book 60 at Page 92, of Official Records. (Affects Parcel 3) Terms and conditions of that Surface Waiver dated April 15, 2020, by County of Carbon, a body corporate and politic of the State of Utah, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded April 28, 2020, as Entry No. 849266, in Book 958, at Page 638, of Official

22. Terms and conditions of the certain unrecorded Option Agreement to Lease Real Estate dated January 18, 2017, by and between Lawrence Motte, Trustee of The Motte Family Trust, u/d/t dated January 20, 2004, as Optionor, and Graphite Solar 1, LLC, a Utah limited liability company, as Lease Real Estate recorded January 25, 2017, as Entry No. 835328, in Book 878, at Page 689, of

Notice of Excercise of Option and Commencement of Lease, upon the terms and conditions therein provided, recorded November 3, 2020, as Entry No. 852001, in Book 975, at Page 797, of Official An unrecorded Power Plant Ground Lease, upon the terms and conditions therein provided, dated November 3, 2020 by and between Lawrence Motte, as Trustee of The Lawrence Motte Trust, dated September 18, 2020 and Graphite Solar I, LLC, a Utah limited liability company, as disclosed by Memorandum of Ground Lease recorded November 3, 2020, as Entry No. 852010, in Book 976, at

23. Terms and conditions of that certain Conditional Use Permit dated September 10, 2019, issued by Carbon County Department of Planning in favor of Graphite Solar I, LLC, recorded November 19, 2019, as Entry No. 847552, in Book 942, at Page 342, of Official Records.

Page 17, of Official Records.

24. Said land, or a portion thereof, lies within the boundaries of the Graphite Solar Community Reinvestment Project Area Plan, as disclosed by that certain Notice of Adoption thereof recorded February 4, 2020, as Entry No. 848331, in Book 953, at Page 594, Correction thereto recorded April 20, 2020, as Entry No. 849177, in Book 958, at Page 177, and Ordinance No. 531 adopting said plan by the Carbon County Commission recorded April 17, 2020, as Entry No. 849173, in Book 958, at Page 152, of Official Records.

25. Terms and conditions of that Surface Waiver dated August 25, 2020, by Lawrence Motte, Trustee of the Motte Family Trust, dated January 20, 2004, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 26, 2020, as Entry No. 850945, in Book 969, at Page 532, of

(The following exceptions pertain to Parcel 5) 26. Taxes for the year 2020 and subsequent years, not yet due and payable. Taxes for the year 2019 were paid in the amount of \$2,042.26, as to Serial Numbers 02-1877-0000, 02-1882-0000 and 02-

27. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

30. Minerals reservations set forth in that certain Warranty Deed recorded August 1, 1975, as Entry No. 133987, in Book 154, at Page 769, of Official Records. Terms and conditions of that certain Surface Waiver dated July 21, 2020, by Pat Collier Worley, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 28, 2020, as Entry No. 850493, in Book 966, at Page 730, of Official Records.

Terms and conditions of that certain Surface Waiver dated July 20, 2020, by Mike Glen Worley, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 28, 2020, as Entry No. 850497, in Book 966, at Page 748, of Official Records. Terms and conditions of that certain Surface Waiver dated July 23, 2020, by Molly Ann Prazen, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 28, 2020, as Entry No.

850499, in Book 966, at Page 757, of Official Records.

31. Mineral reservations set forth in that certain Warranty Deed recorded June 1, 1977, in Book 169, at Page 77, of Official Records, 169-77 Terms and conditions of that certain Surface Waiver dated May 19, 2020, by Tillman R. Hanson. individually and as Agent for Gwen Fairhead, Jeff Hanson, Kerry Hanson, Colette Tayler and Nicolas Hanson, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded July 20, 2020, as Entry No. 850368, in Book 966, at Page 89, of Official Records.

32. The following described road easement and right of way for the purpose of ingress and egress, as originally granted in that certain Warranty Deed recorded January 30, 1979, as Entry No. 148258, in Book 185, at Page 555, subject to the terms and conditions thereof as set forth therein, and as described in various subsequent deeds of record: a 70 foot right of way for the purposes of ingress and egress only, said right of way being 35 feet on each side of the following described centerline: Beginning 2567 feet East and 1320 feet North of the Southwest corner of said Section 5, and running thence North 885 feet; thence East 200 feet; thence Easterly along the arc of a 1127.68 foot radius curve to the left 492.04 feet; thence North 65° East 962.04 feet, more or less, to the North line of the East one-half of the Northwest Quarter of the Southeast Quarter of said section.

33. Mineral reservations contained in that certain Warranty Deed recorded July 23, 1985, as Entry No. 8756, in Book 251, at Page 237, of Official Records. Terms and conditions of that certain Surface Waiver dated May 15, 2020, by Ella M. Santi, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded May 27, 2020, as Entry No. 849606, in Book 960, at Page 593, of Official Records.

34. A right of way and easement in favor of Mountain Fuel Supply Company, its successors and/or assigns, to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the following: Beginning at a point North 1320 feet and West 660 feet from the Southeast corner of said Section 5. and running thence North 25 feet; thence East 1693.64 feet; thence South 34°42'20" East 30.41 feet; thence West 1710.95 feet to the point of beginning (together with a 25 foot temporary construction easernent adjacent to and North of the preciously described right of way); together with all rights and privileges incident thereto, recorded August 16, 1995, as Entry No. 51198, in Book 360, at Page 767, of Official Records.

35. The claim of interest of L. Jim Worley and Joni Boren, apparently as to the undivided 1/8 interest in the mineral estate as vested in Lee Jim Worley and Diane S. Worley, Trustees of The Worley Family Trust dated November 1997, by virtue of that certain Quit Claim Deed recorded August 11, 2010, as Entry No. 806835, in Book 727, at Page 715; Lee Worley was granted a 1/8 interest in said mineral estate by virtue of those certain Quit Claim Deeds recorded may 4, 1994, as Entry Nos. 45093, in Book 344 at Pages 708 and 710 (the collective mineral interest described therein was an undivided 1/2 interest), and said interest was subsequently deeded into said Worley Family Trust (Lee Jim Worley and Diane S. Worley, Trustees) in that certain Quit Claim Deed recorded December 19, 2006, as Entry No. 120906, in Book 635, at Page 332; no other outlying interest of said Lee Worley was found to account for this discrepancy, and no conveyance of the interest of the trust was found of record, 806835 etal

 Terms and conditions of that certain Oil and Gas Lease dated December 18, 2006, by an between Terry Rex Harrison, as lessor, and Associated Resources Inc., as lessee, for a term of five years and so long thereafter as said materials are produced in paying quantities, recorded February 5, 2007, as Entry No. 121663, in Book 638, at Page 513, of Official Records. Assignment thereof, dated November 19, 2007, from Associated Resources, Inc., to SWEPI LP, a Delaware limited partnership, recorded April 3, 2008, as Entry No. 128483, in Book 669, at Page 486,

of Official Records. Assignment of Overriding Royalty Interest referencing the above described Oil and Gas Lease, dated effective July 1, 2008, from SWEPI LP to Thomasson Partner Associates, Inc., recorded July 13, 2009, as Entry No. 801907, in Book 704, at Page 192, of Official Records Assignment and Bill of Sale dated effective May 1, 2011, from SWEPI LP, a Delaware limited

partnership, to Whiting Oil and Gas Corporation, a Delaware corporation, recorded August 8, 2011 as Entry No. 811580, in Book 751, at Page 653, of Official Records. Ratification thereof, executed by Dick W. Harrison, a married man dealing in his sole and separate property, dated August 20, 2013, and recorded September 23, 2013, as Entry No. 821348, in Book

804, at Page 388, of Official Records. Ratification thereof, executed by Brent H. Harrison, a married man dealing in his sole and separate property, dated August 20, 2013, and recorded September 23, 2013, as Entry No. 821349, in Book 804, at Page 389, of Official Records.

Affidavit of Oil and Gas Lease Extension referencing the above described lease, recorded October 7, 2013, as Entry No. 821619, in Book 805, at Page 764, of Official Records. Assignment, Bill of Sale and Conveyance dated effective January 1, 2016, from Whiting Oil and Gas Corporation, a Delaware corporation, to WEM Dragon, LLC, a Utah limited liability company, recorded February 23, 2016, as Entry No. 831657, in Book 858, at Page 619, of Official Records, 121663 etal

37. Terms and conditions of that certain Oil and Gas Lease dated December 18, 2006, by an between Jim W. Worley, as lessor, and Associated Resources Inc., as lessee, for a term of five years and so long thereafter as said materials are produced in paying quantities, recorded February 5, 2007, as Entry No. 121667 in Book 638 at Page 529 of Official Records Assignment thereof, dated November 19, 2007, from Associated Resources, Inc., to SWEPI LP, a Delaware limited partnership, recorded April 3, 2008, as Entry No. 128483, in Book 669, at Page 486, of Official Records.

Assignment of Overriding Royalty Interest referencing the above described Oil and Gas Lease, dated effective July 1, 2008, from SWEPI LP to Thomasson Partner Associates, Inc., recorded July 13, 2009, as Entry No. 801907, in Book 704, at Page 192, of Official Records Assignment and Bill of Sale dated effective May 1, 2011, from SWEPI LP, a Delaware limited partnership, to Whiting Oil and Gas Corporation, a Delaware corporation, recorded August 8, 2011 as Entry No. 811580, in Book 751, at Page 653, of Official Records. Affidavit of Oli and Gas Lease Extension referencing the above described lease, recorded October 2013, as Entry No. 821622, in Book 805, at Page 767, of Official Records. Assignment, Bill of Sale and Conveyance dated effective January 1, 2016, from Whiting Oil and Gas

38. Terms and conditions of that certain Oil and Gas Lease dated December 18, 2006, by an between Kent Norton, as lessor, and Associated Resources Inc., as lessee, for a term of five years and so long thereafter as said materials are produced in paying quantities, recorded February 5, 2007, as Entry No. 121668, in Book 638, at Page 533, of Official Records.

Corporation, a Delaware corporation, to WEM Dragon, LLC, a Utah limited liability company,

recorded February 23, 2016, as Entry No. 831657, in Book 858, at Page 619, of Official Records.

Assignment thereof, dated November 19, 2007, from Associated Resources, Inc., to SWEPI LP, a Delaware limited partnership, recorded April 3, 2008, as Entry No. 128483, in Book 669, at Page 486, of Official Records. Assignment of Overriding Royalty Interest referencing the above described Oil and Gas Lease, dated effective July 1, 2008, from SWEPI LP to Thomasson Partner Associates, Inc., recorded July 13,

2009, as Entry No. 801907, in Book 704, at Page 192, of Official Records. Assignment and Bill of Sale dated effective May 1, 2011, from SWEPI LP, a Delaware limited partnership, to Whiting Oil and Gas Corporation, a Delaware corporation, recorded August 8, 2011. as Entry No. 811580, in Book 751, at Page 653, of Official Records. Affidavit of Oil and Gas Lease Extension referencing the above described lease, recorded October 7 2013, as Entry No. 821620, in Book 805, at Page 765, of Official Records.

Assignment, Bill of Sale and Conveyance dated effective January 1, 2016, from Whiting Oil and Gas Corporation, a Delaware corporation, to WEM Dragon, LLC, a Utah limited liability company, recorded February 23, 2016, as Entry No. 831657, in Book 858, at Page 619, of Official Records. 121668 etal The Worley Family Trust, as lessor, and Associated Resources Inc., as lessee, for a term of five years and so long thereafter as said materials are produced in paying quantities, recorded February

Assignment thereof, dated November 19, 2007, from Associated Resources, Inc., to SWEPI LP, a Delaware limited partnership, recorded April 3, 2008, as Entry No. 128483, in Book 669, at Page 486, Assignment of Overriding Royalty Interest referencing the above described Oil and Gas Lease, dated effective July 1, 2008, from SWEPI LP to Thomasson Partner Associates, Inc., recorded July 13, 2009, as Entry No. 801907, in Book 704, at Page 192, of Official Records. Assignment and Bill of Sale dated effective May 1, 2011, from SWEPI LP, a Delaware limited

5, 2007, as Entry No. 121669, in Book 638, at Page 537, of Official Records.

partnership, to Whiting Oil and Gas Corporation, a Delaware corporation, recorded August 8, 2011, as Entry No. 811580, in Book 751, at Page 653, of Official Records. Affidavit of Oil and Gas Lease Extension referencing the above described lease, recorded October 7 2013, as Entry No. 821621, in Book 805, at Page 766, of Official Records. Assignment, Bill of Sale and Conveyance dated effective January 1, 2016, from Whiting Oil and Gas Corporation, a Delaware corporation, to WEM Dragon, LLC, a Utah limited liability company, recorded

February 23, 2016, as Entry No. 831657, in Book 858, at Page 619, of Official Records, 121669 etal 40. Terms and conditions of that certain unrecorded Option Agreement to Lease Real Estate dated November 15, 2016, by and between Circle K Ranch, LLC, a Utah limited liability company, as to a 5/6 undivided interest, and Angelo E. Pappas, Trustee of the Angelo E. Pappas Family Living Trust, u/d/t dated the 18th day of October, 2001, as to a 1/6 undivided interest, collectively as optionor, and Graphite Solar L.L.C. a Delaware limited liability company, as optioned as disclosed by that certain Memorandum of same recorded December 6, 2016, as Entry No. 834811, in Book 876, at Page 114, of Official Records. (NOTE: Per that certain Warranty Deed recorded December 4, 2017, as Entry No 838754, in Book 898, at Page 744, Circle K Ranch, LLC, a Utah limited liability company, is the successor in interest to the 1/6 undivided interest of Angelo E. Pappas, Trustee of the Angelo E. Pappas Family Living Trust, dated October 18, 2001, and is therefore the sole and successor

Notice of Excercise of Option and Commencement of Lease, upon the terms and conditions therein provided, recorded November 3, 2020, as Entry No. 852002, in Book 975, at Page 801, of Official An unrecorded Power Plant Ground Lease, upon the terms and conditions therein provided, dated November 3, 2020 by and between Circle K Ranch, LLC, a Utah limited liability company and Graphite Solar I, LLC, a Utah limited liability company, as disclosed by Memorandum of Ground Lease recorded November 3, 2020, as Entry No. 852011, in Book 976, at Page 23, of Official

optionor under said agreement.)

41. Terms and conditions of that certain Conditional Use Permit dated September 10, 2019, issued by Carbon County Department of Planning in favor of Graphite Solar I, LLC recorded November 19, 2019, as Entry No. 847552, in Book 942, at Page 342, of Official Records.

42. Said land, or a portion thereof, lies within the boundaries of the Graphite Solar Community Reinvestment Project Area Plan, as disclosed by that certain Notice of Adoption thereof recorded February 4, 2020, as Entry No. 848331, in Book 953, at Page 594, Correction thereto recorded April 20, 2020, as Entry 849177, in Book 958, at Page 177, and Ordinance No. 531 adopting said plan by the Carbon County Commission recorded April 17, 2020, as Entry NO. 849173, in Book 958, at Page 152, of Official Records, 848331 etal

43. Terms and conditions of that certain Surface Waiver dated August 5, 2020, by Circle K Ranch, LLC, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded August 7, 2020, as Entry No. 850666, in Book 967, at Page 764, of Official Records.

44. Taxes for the year 2020 and subsequent years, not yet due and payable. Taxes for the year 2019 have been paid in the amount of \$1,748.17, as to Serial No. 1B-0128-0000 and 02-1882-0002.

45. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of

46. Water rights, claims or title to water, whether or not the matters are shown by the Public Records. 47. Subject to the conveyance to Carbon County of a tract of land 40 feet in width for a right of way for highway purposes, recorded October 15, 1931, as Entry No. 21206, in Book 5-N, at Page 173, of

48. A road easement and right of way for the purpose of ingress and egress, and matters regarding water and sewer lines, as set forth in that certain Warranty Deed recorded January 8, 1979, as Entry No. 148036, in Book 185, at Page 192, of Official Records. Terms and conditions of that certain Access Easement Grant dated July 14, 2020, by Paul D'Ambrosio, Trustee of the Paul D'Ambrosio Trust dated August 28, 2013, in favor of Graphite Solar I, LLC, a Utah limited liability company, recorded

July 14, 2020, as Entry No. 850289, in Book 965, at Page 347, of Official Records.

49. Mineral reservations contained in that certain Warranty Deed recorded August 1, 1975, as Entry No. 133987, in Book 154, at Page 769, and that certain Warranty Deed recorded June 1, 1977, as Entry No. 140917, in Book 169, at Page 77, of Official Records.

50. A right of way and easement in favor of Mountain Fuel Supply Company, a corporation of the State of Utah, its successors and/or assigns, to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across a portion of said land 30 feet in width along the following described centerline: BEGINNING at a point North 1305 feet and East 1877.33 feet from the Southwest corner of said Section 5, and running thence East 1228.67 feet; together with all rights and privileges incident thereto, recorded November 24, 1995, as Entry No. 52581, in Book 365, at Page 12, and recorded May 6, 1996, as Entry No. 54843, in Book 371, at Page 627, of Official Records. Terms and Conditions of that certain Pipeline Encroachment Agreement between Questar Gas Company dba Dominion Energy Utah, a Utah corporation and Graphite Solar I, LLC, a Utah limited liability company recorded September 1, 2020, as Entry No. 851067, in Book 970, at Page 197, of

51. A perpetual right of way and easement in favor of Wellington Municipal Corporation, its successors and/or assigns to lay maintain operate repair inspect remove and replace water pipelines valves valve boxes, meters, meter boxes, manholes and other water and distribution facilities over, under, upon and across a portion of said land 10 feet South of the following described line (10 feet South and 15 feet North of the following described line for construction purposes): BEGINNING at a point East 990 feet and North 482.75 feet from the Southwest corner of said Section 5, and running thence East 10 feet; thence South 435.39 feet; thence East 1899 feet, more or less; together with all rights and privileges incident thereto, recorded August 10, 2000, as Entry No. 81106, in Book 458, at Page Terms and Conditions of that certain Consent and Crossing Agreement dated September 4, 2020, by and between Wellington Municipal Corporation and Graphite Solar I, LLC, a Utah limited liability company, recorded September 4, 2020, as Entry No. 851126, in Book 970, at Page 506, of Official

52. Terms and conditions of that certain Easement in favor of Price River Water Improvement District, recorded September 15, 2003, as Entry No. 101132, in Book 547, at Page 91, of Official Records. Terms and Conditions of that certain Consent and Crossing Agreement dated September 1, 2020, by and between Price River Water Improvement District and Graphite Solar I, LLC, a Utah limited liability company, recorded September 3, 2020, as Entry No. 851107, in Book 970, at Page 349, of Official

(The following Exceptions pertain to Parcel 7) 53. Taxes for the year 2020 are EXEMPT as to Serial Numbers 2A-1292-030F and 2A-1292-031F.

54. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

55. Water rights, claims or title to water, whether or not the matters are shown by the Public Records. 56. Rights of way for public road purposes ("North Coal Creek Road"; "Scotts Road") over and across

said land, as disclosed by aerial photographs

7. Rights of way for existing ditches and/or canals, however evidenced, including but not limited to those disclosed by that certain Certificate of Appropriation of Water recorded February 7, 1961, as Entry No. 94250, in Book 71, at Page 151, and that certain Agreement recorded April 21, 1981, as Entry No. 157882, in Book 206, at Page 129, of Official Records.

58. Terms and conditions of that certain Right of Way, identified as "Serial Number UTU-76612", ROW for access road and utilities, 35' wide, granted on 8/14/1998 in favor of Clyde and Dore McCourt. Expires on 12/31/2028, recorded September 28, 1998, as Entry No.89036, in Book 417, at Page 723, of Official Records. Affects Section 30 SWSWSWNE with other property.

59. Terms and conditions of that certain Temporary Use Permit, identified as "Serial Number UTU-87968-01", recorded December 22, 2010, as Entry No.808845, in Book 738, at Page 637, of Official Records. (NOTE: Said permit appears, on face, to have expired; any facilities constructed thereunder may still be in place upon the therein described portions of said land.)

60. Terms and conditions of that certain Right of Way Grant, identified as "Serial Number UTU-87972", ROW 50' wide for buried pipelines for well connections (Wellington Federal 21-30 and 32-30) granted on 8/16/2010, in favor of Urban Oil and Gas Group LLC, assignee. Expires on 12/31/2039, recorded December 22, 2010, as Entry No. 808846, in Book 738, at Page 662, of Official Records. Affects Section 30 W2NE with other property.

Consent and Crossing Agreement and the terms, conditions and limitations contained therein, dated October 22, 2020, by and between Urban Oil & Gas Group, LLC, a Texas limited liability company and Graphite Solar I, LLC, a Utah limited liability company, recorded October 23, 2020, as Entry No. 851853, in Book 975, at Page 129, of Official Records.

61. Terms and conditions of that certain Right of Way Grant, identified as "Serial Number UTU-87998", recorded December 22, 2010, as Entry No. 808847, in Book 738, at Page 679, of Official Records.

62. Terms and conditions of that certain Right of Way Grant, identified as "Serial Number UTU-887999" recorded December 22, 2010, as Entry No. 808848, in Book 738, at Page 698, of Official Records. 63. UTU 077145: ROW for irrigation pipeline (part of BOR salinity reduction project), 25' wide, granted on

Section 31 W2SWNE and W2NWSE with other property. Consent and Crossing Agreement and the terms, conditions and limitations contained therein, dated August 24, 2020, by and between Wellington Canal Company, a Utah non-profit corporation and Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as Entry No.

850924, in Book 969, at Page 413, of Official Records.

Entry No. 850925, in Book 969, at Page 421, of Official Records.

64. UTU 038689: ROW 15' wide for underground and aerial telephone and telegraph line, granted on 4/27/1978 in favor of Emery Telecom, assignee. Expires on 12/31/2039. Affects Section 30 NE4 with Consent and Crossing Agreement and the terms, conditions and limitations contained therein, dated August 25, 2020, by and between Emery Telephone, DBA Emery Telcom, a Utah non-profit corporation and Graphite Solar I, LLC, a Utah limited liability company, recorded August 25, 2020, as

65. Matters disclosed by, and the effect of, that certain Class 1 Encroachment Permit Application recorded September 1, 2020, as Entry No. 851057, in Book 970, at Page 135, of Official Records.

66. UTU 064162: ROW, as amended, 20' wide for water pipeline and pumping station granted on 7/19/1989 in favor of Price River Water. Expires on 12/31 2029. Affects Section 30 E2NE and SWNE with other property Consent and Crossing Agreement and the terms, conditions and limitations contained therein, dated August 31, 2020, by and between Price River Water Improvement District and Graphite Solar I, LLC, a Utah limited liability company, recorded September 3, 2020, as Entry No. 851106, in Book 970, at

67. UTU 0015341: ROW, as amended, for 130 kV power transmission, 100' wide granted on 2/24/1956 in favor of PacifiCorp DBA Rocky Mountain Power. Expires on 12/31/2036. Affects Section 30 S2NE Consent and Crossing Agreement and the terms, conditions and limitations contained therein, dated September 22, 2020, by and between PacifiCorp, an Oregon corporation and Graphite Solar I, LLC, a Utah limited liability company, recorded September 22, 2020, as Entry No. 851396, in Book 972, at

68. UTU 087857: ROW for access road (Wellington Federal 33-19 - OGL UTU-80563), 50' wide, granted on 3/30/2010, in favor of Urban Oil and Gas Group LLC, assignee. Expires on 12/31/2039. Affects

69. UTU 088024: ROW for Mathington Substation covering an area of 790' X 927' granted on 8/19/2011 in favor of Rocky Mountain Power Co. Expires on 12/31/2040. Affects Section 30 NE.

70. UTU 088313: ROW for 138kV powerline exiting Mathington Substation, 125' wide, granted on 8/19/2011 in favor of Rocky Mountain Power Co. Expires on 12/31/2040. Affects Section 30 NE.

Rocky Mountain Power Co. Expires on 12/31/2040. Affects Section 30 NE. 72. UTU 088647: ROW for 138 kV powerline (feedback from Mathington Substation to the 138kV Helper Mounds Line) granted on 8/19/2011 in favor Rocky Mountain Power Co. Expires on 12/31/2040. Affects Section 30 SWNE with other property.

71. UTU 088314: ROW for access road and two spur roads, 35' wide, granted on 8/19/2011 in favor of

73. Any matters that might be disclosed by an accurate ALTA/NSPS Certified Survey of said premises. (Subject to receipt and review of Survey.)

(The following Exceptions pertain to All Parcels)

74. Terms and Conditions of the documents creating the interests referenced in Schedule A herein.

Occupancy Agreements and any claims and/or liens thereunder. 76. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by Law and not shown by the public records. REQUIREMENTS: This exception may be deleted from the policy if no preliminary notices have been filed with the State Construction Registry (SCR), and the following requirements are met: (1) The SCR must be searched prior to recording of the construction trust deed. (2) (New Construction) Notice of Construction Loan must be filed with the SCR. (3) (Completed Construction) Certificate of Occupancy must be filed with the SCR, and

75. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or

Indemnity Agreement signed by the Owner. 77. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

verification that all contractors who have filed with the SCR have been paid. (4) Construction

ALTA/NSPS LAND TITLE SURVEY

Graphite Solar I Project

SECTIONS 31 & 33, TOWNSHIP 14 SOUTH, RANGE 11 EAST, SLB&M SECTIONS 4, 5 & 6, TOWNSHIP 15 SOUTH, RANGE 11 EAST, SLB&M

DESCRIPTIONS AND EXCEPTIONS SHOWN HEREON WERE COPIED DIRECTLY FROM STEWART TITLE GUARANTY CO. COMMITMENT NO. 500421. SEPTEMBER 17, 2020. REVISION 4.

SURVEYOR'S NOTES REGARDING EXCEPTIONS 1-77

1 - 13: NOTHING SHOWN, EXCEPTION IS NOT PLOTTABLE. 14: SHOWN ON SHEET 2 15 - 31: NOTHING SHOWN, EXCEPTION IS NOT PLOTTABLE.

SHOWN ON SHEET 2 NOTHING SHOWN, EXCEPTION IS NOT PLOTTABLE. SHOWN ON SHEET 2

35 - 46: NOTHING SHOWN, EXCEPTION IS NOT PLOTTABLE. HIGHWAY 6 ROW DESCRIBED BY THIS DOCUMENT OVERLAPS THE ACCESS EASEMENT

DESCRIBED AS PARCEL 6, CREATING A GAP FREE ACCESS TO THE HIGHWAY. SHOWN ON SHEET 2. NOTHING SHOWN, EXCEPTION IS NOT PLOTTABLE. SHOWN ON SHEET 2.

SHOWN ON SHEET 2. LANDS IN HIGHWAY 6 ROW. SHOWN ON SHEET 2. 53 - 56: NOTHING SHOWN, EXCEPTION IS NOT PLOTTABLE.

EXCEPTION IS BLANKET IN NATURE AND REFERENCES DITCHES, AND/OR CANALS, HOWEVER EVIDENCED NOTHING SHOWN, DOES NOT AFFECT SUBJECT PROPERTY. NOTHING SHOWN, EXCEPTION IS NOT PLOTTABLE.

SHOWN ON SHEET 1. UTU 087972 NOTHING SHOWN, DOES NOT AFFECT SUBJECT PROPERTY. NOTHING SHOWN, DOES NOT AFFECT SUBJECT PROPERTY. SHOWN ON SHEET 1. UTU 077145 SHOWN ON SHEET 1. UTU 038689

SHOWN ON SHEET 1, UTU 064162 SHOWN ON SHEET 1. UTU 0015341 SHOWN ON SHEET 1. UTU 087857 SHOWN ON SHEET 1. UTU 088024

SHOWN ON SHEET 1

SHOWN ON SHEET 1, UTU 088313 NOT SHOWN. DOES NOT AFFECT SUBJECT PROPERTY SHOWN ON SHEET 1. UTU 088647 73 - 77: NOTHING SHOWN, EXCEPTION IS NOT PLOTTABLE

CERTIFICATE OF SURVEY

TO GRAPHITE SOLAR I. LLC. A UTAH LIMITED LIABILITY COMPANY: CITRINE SOLAR LLC. A DELAWARE LIMITED LIABILITY COMPANY, STEWART TITLE OF UTAH, INC., AS AGENT FOR STEWART TITLE GUARANTY COMPANY; PROFESSIONAL TITLE SERVICES, AS AGENT FOR STEWART TITLE GUARANTY COMPANY; AND ANY OTHER PARTIES IDENTIFIED BY IPIUS Energies, LLC (AND A LENDER IF THERE IS ONE ASSOCIATED WITH THIS PROJECT):

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 11, 13, 14, 16, 17, 18 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED DURING NOVEMBER, 2019.

DATE OF PLAT OR MAP: NOVEMBER 13, 2020

M. CODY WARE, PROFESSIONAL LAND SURVEYOR, CERTIFICATE NO. 4940688



SHEET 5 OF 6 TITLE COMMITMENT DESCRIPTIONS & EXCEPTIONS

ALTA/NSPS LAND TITLE SURVEY FOR:

Graphite Solar I Project 2750 Energy Drive, Price, Utah 84501

SECTIONS 31 & 33, TOWNSHIP 14 SOUTH, RANGE 11 EAST, SLB&M

SECTIONS 4, 5 & 6, TOWNSHIP 15 SOUTH, RANGE 11 EAST, SLB&M DATE OF SURVEY 2 10-15-20 PLOTTED FOR REVIEW MINOR REVISIONS, PLOTTED FOR REVIEW 3 11-13-20

> WARE SURVEYING, L.L.C. Phone: 435-820-4335 Email: waresurveying@emerytelcom.net

1344 North 1000 West Price, Utah 84501

Ent 852396 Bk 0978 Pg 0142