



April 13, 2018

Uintah Advantage LLC
1527 N. 2000 W.
Farr West, Utah 84404

Re: Letter of Intent re: Option from Uintah Advantage to Coalition to Locate Rail Facilities and Utilities Adjacent to Specialty Lube Oil Refinery at No Charge

Respected Officials;

THIS LETTER OF INTENT ("Agreement"), entered into and effective as of the 13th day of April, 2018 ("Effective Date"), is by and between the Seven County Infrastructure Coalition, a Utah political subdivision (the "Coalition") and Uintah Advantage, LLC, a Utah limited liability company ("Uintah Advantage" and collectively with the Coalition, the "Parties" and individually as a "Party").

By agreement between the Parties dated October 6, 2017, the Coalition covenanted to use its best efforts to provide electrical, water, and natural gas utilities to the Specialty Lube Oil Refinery (also known as the Upgrader) on the Leland Bench area in Uintah County, Utah on property owned or controlled by Uintah Advantage. Since that date, the Coalition has found various promising avenues to provide such utilities in a manner that is advantageous to Uintah Advantage and mutually beneficial to the Coalition. And, as of February 7, 2018, Uintah Advantage has assigned certain rights-of-way to the Coalition to enable, in part, the provision of one or more of the utilities.

In addition, the Coalition is exploring the possibility of extending freight rail from the existing national rail network into the Uinta Basin. Uintah Advantage would be benefitted from having access to rail, in the event the Coalition proceeds with its permitting and construction.


Provided that the Coalition complies with the provisions of the assignment agreements dated February 7, 2018, including the master agreement between the Parties, Uintah Advantage hereby promises to grant the Coalition sufficient property or property rights (such as a long-term lease or easement) adjacent to the Specialty Lube Oil Refinery for electrical facilities (which may include transmission, generation and other electrical improvements), and for water facilities (which may include pumping and other water improvements), and for natural gas facilities (which may include a compressor station or natural gas treatment plant and other natural gas

improvements) sufficient for the Coalition to provide industrial grade utilities to the Specialty Lube Oil Refinery and for other uses on the Leland Bench and surrounding areas. The Parties will mutually agree on the appropriate amount of property and location or locations for the utility improvements.

In addition, Uintah Advantage hereby promises to grant the Coalition sufficient property or property rights (such as a long-term lease or easement) adjacent to the Specialty Lube Oil Refinery for rail, and rail loading or transloading facilities (including property for crude and/or refined oil storage, if desirable, and other facilities useful for loading or transloading), in the event the Coalition determines to proceed with its permitting and construction of rail and rail loading facilities. The Parties will mutually agree on the appropriate amount of property and location or locations for the desired rail improvements.

The Parties agree to the extent possible under applicable laws, that they will keep any information and documents they receive from the other as confidential and protected. Uintah Advantage hereby claims business confidentially under Section 305 subsections (1) and (2) of Title 63G, Chapter 2 of the Utah Code as the Confidential Information it may disclose subject to this Agreement includes trade secrets and confidential commercial information the disclosure of which could reasonably be expected to result in harm or injury to the competitive interests of Uintah Advantage and would prevent it from further disclosing information to the Coalition. Uintah Advantage has a greater interest in prohibiting access to the Confidential Information than the public has in such information. In addition, the Coalition claims that its Confidential Information is protected under GRAMA, in particular Section 305 subsection (3) in that it contains commercial and/or financial information acquired or prepared by the Coalition that would likely lead to speculation in securities or commodities that will interfere in a planned transaction by the Coalition, or cause harm to the Coalition or the economy of the State of Utah. Consistent with the foregoing, the Confidential Information of both Parties shall be classified by the Coalition as protected under GRAMA.

SEVEN COUNTY INFRASTRUCTURE
COALITION

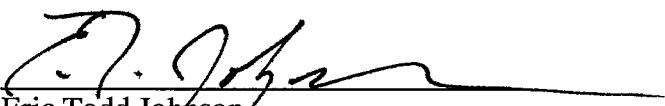


Michael J. McKee
Executive Director

UINTAH ADVANTAGE LLC

Vincent Memmott
President

ATTESTED



Eric Todd Johnson
Legal Counsel/Clerk



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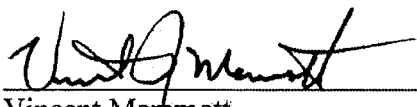
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