

**SEVEN COUNTY INFRASTRUCTURE COALITION**  
**October 6, 2017**

**Resolution No. 2017-10B**

**RESOLUTION AUTHORIZING LETTER OF INTENT WITH UINTAH ADVANTAGE LLC FOR THE COALITION TO PROVIDE UTILITIES, INCLUDING ELECTRICAL, WATER, AND POTENTIALLY NATURAL GAS TO AN UPGRADER FACILITY AND RELATED MATTERS.**

WHEREAS, Uintah Advantage LLC is a Utah Limited Liability Company and has acquired certain development rights related to an Upgrader Facility in the Leland Bench area of Uintah County, including certain rights of way to extend industrial level utilities to the Upgrader, including electrical, water and potentially natural gas; and

WHEREAS, Uintah Advantage and the Coalition have entered into certain discussions and have determined that there is substantial potential for the Coalition to provide utilities, including electrical, water and potentially natural gas to the Upgrader; and

WHEREAS, the Coalition and Uintah Advantage desire to enter into a letter of intent to for the Coalition to pursue the provision of utilities to the Upgrader, and related matters:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby approves in substantially final form a letter of intent between the Coalition and Uintah Advantage LLC for the Coalition to provide industrial grade utilities to the Upgrader, including electrical, water and potentially natural gas and directs the Executive Director to execute such agreement in substantially final form as the letter of intent attached hereto with such modifications and amendments as the Executive Director deems appropriate to clarify the intentions of the parties, which amendments will be deemed final by application of the signature of the Executive Director to the letter of intent.
2. The Governing Board further authorizes the Executive Director to take such actions are beneficial and necessary to carry out the purposes expressed in the letter of intent.
3. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.
4. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect

immediately upon its approval and adoption

APPROVED AND ADOPTED this October 6, 2017

Motion by Horrocks and Seconded by Burdick.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon County	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Daggett County	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Duchesne County	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Emery County	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
San Juan County	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Sevier County	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Uintah County	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>

  
Co-Chair Phil Lyman

  
Co-Chair Jae Potter

ATTEST:  
  
Eric Johnson





October 6, 2017

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

Re: *Letter of Intent re: Coalition Providing Utilities to Upgrader*

Respected Officials;

THIS LETTER OF INTENT ("Agreement"), entered into and effective as of the 6th day of October, 2017 ("Effective Date"), is by and between Seven County Infrastructure Coalition, a Utah political subdivision and Uintah Advantage, LLC, a Utah limited liability company (the "Parties" and individually as a "Party").

The Parties have previously discussed the benefits of the Upgrader proposed by Uintah Advantage in the Leland Bench area of Uintah County, Utah. The Upgrader will require industrial grade utilities that are not currently available in the Leland Bench area for electricity, water and natural gas. Uintah Advantage and the Coalition have together met with certain key personnel in the electrical industry, the water industry, and the natural gas industry. The preliminary discussions with the key personnel in the electrical industry and water industry have been very encouraging and have indicated that certain benefit could be realized if the Coalition provides electrical lines and water lines to the Upgrader. The preliminary discussions with the key personnel in the natural gas industry suggest that further exploration is needed to determine the most advantageous means for providing the required natural gas facilities to the Upgrader.

The Parties desire to express their intention to coordinate and cooperate with each other related to the provision of utilities to the Upgrader and to further discuss with each other and evaluate one or more possible business transactions of potential mutual interest to the Parties and/or their respective affiliates or subsidiaries related to the Upgrader and the provision of electrical, water and potentially natural gas utilities (any such transaction, a "Possible Transaction").

The Parties agree to use their best efforts to provide utilities to the Upgrader in the most cost efficient and beneficial manner. The Parties understand and agree that additional agreements will be needed between them with respect to each utility and that the such additional agreements

will also likely involve additional third parties. The Parties agree to use their best efforts to secure financing to construct each utility. The Parties agree that the term of this letter of intent shall expire and terminate after eighteen months, if the Coalition cannot obtain commitments to fund any of the utilities within that time. The Parties agree that this agreement may be modified at any time by the mutual written consent and agreement of both Parties.

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

UINTAH ADVANTAGE LLC

\_\_\_\_\_  
Michael J. McKee  
Executive Director

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_