

# Agent Agreement

This document is an Agent Agreement (the “Agreement”) and is effective as of August 20, 2021,

**BETWEEN:**       **SEVEN COUNTY INFRASTRUCTURE COALITION** (the "Coalition"), an independent political subdivision of the State of Utah, with its office at 294 E. 100 S., Price, Utah 84501

**AND:**             **UINTA BASIN RAILWAY, LLC** (the "Agent"), a limited liability company organised and existing under the laws of the State of Delaware, with its head office located at 400 West Morse Boulevard, Suite 220, Winter Park, Florida 32789.

WHEREAS the Coalition and Agent are parties to the Uinta Basin Railway Development Agreement dated as of September 8, 2020 (the “Development Agreement”), related to the planning and permitting of the a rail project into the Uinta Basin area in Utah (the “Railway”); and

WHEREAS, paragraph 5(b) of the Development Agreement contemplates application to the U.S. Forest Service; and

WHEREAS, after consultation with the U.S. Forest Service, it is determined by the parties that the application should be submitted in the name of the Coalition and that Agent will be named in the application as the agent for and to the Coalition with respect to the application to the U.S. Forest Service:

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The Coalition hereby agrees and approves Agent to be its named agent with respect to the U.S. Forest Service application for special use and/or right of way known as Form SF-299 (the “application”) with full right and power to receive all notices related to the application. Agent shall not have any authority or power to expend or authorize expenditure of any Coalition funds or monies. All Coalition funds or monies to be expended with respect to the application shall be authorized and approved by the Executive Director of the Coalition, Mr. Michael J. McKee (Mike McKee) and the Executive Director is authorized to approve and expend funds with respect to the application. The Executive Director of the Coalition is authorized to sign all documents and papers related to the application for the Coalition.
2. The Agent agrees to act as Agent of the Coalition with respect to the application, to receive all notices and communications from the U.S. Forest Service.

3. The Agent agrees to inform and notify the Executive Director of all notices and communications from the U.S. Forest Service and to promptly provide copies of all written communications from the U.S. Forest Service to the Executive Director.
4. The Agent may at any time and for any reason whatsoever, cease to act as Agent of the Coalition and resign as such, simply by giving written notice to that effect to the Coalition, which resignation shall be effective when accepted by the U.S. Forest Service.
5. In the event the Agent resigns, then Agent shall ensure that all notices and communications from the U.S. Forest Service are promptly provided to the Executive Director. Upon receipt of resignation from the Agent and the receipt of all notices and communications from the Agent, the Coalition shall, within seven (7) days provide notice to the U.S. Forest Service of the resignation of the Agent.
6. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process with respect thereto shall be validly made, given or served, if in writing and delivered personally or by courier service or by registered mail, postage prepaid to the following addresses:

If to the Agent:

Uinta Basin Railway, LLC  
3355 North University Avenue  
Suite 250  
Provo, Utah 84606  
Attn: Mr. Mark Hemphill

If to the Coalition:

Seven County Infrastructure Coalition  
294 E. 100 S.  
Price, Utah 84501  
Attention: Kristi Sharp/Mike McKee

## **7. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed as of August 20, 2021.

SEVEN COUNTY INFRASTRUCTURE  
COALITION

UINTA BASIN RAILWAY, LLC

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Executive Director

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Mark A. Michel, Managing Partner

ATTESTED

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Secretary

(COALITION SEAL)