



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 1048 Main Street, Evanston, WY 82930
Issuing Office's ALTA® Registry ID:
Commitment Number: 8709-4388009
Issuing Office File Number: 8709-4388009
Property Address: ____ Overthrust Rd., Evanston, WY 82930
Revision Number:

SCHEDULE A

1. Commitment Date: May 22, 2026 at 5:00 P.M.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: Lender To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. [The Title is, at the Commitment Date, vested in:](#)

Gateway West, LLC, a Wyoming limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Gateway West, LLC, a Wyoming limited liability company to TBD.

NOTE: A Statement of Consideration is required with each transfer of title in the State of Wyoming.

The Company may provide a sample of a conveyance, which if properly completed and executed, would meet this requirement. Seller and Buyer should each consult legal counsel regarding its use. Should Seller and Buyer require additional language to be contained in the sample conveyance in order to comply with the terms of their agreement that language must be provided to Company or a substitute conveyance must be presented for execution at closing.

6. Provide the Company with a copy of the articles of organization, operating agreement, and any amendments thereto, or other evidence from Gateway West, LLC, a Wyoming limited liability company authorizing the Warranty Deed and signature(s) thereto.

NOTE: Upon review of documents provided, additional requirements and/or exceptions may be made.

7. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The purpose of this LISTING COMMITMENT is to provide certain information and is not intended to be a statement of condition of title. The company reserves the right to make additional requirements and/or exceptions upon determination of the insured and payment of the premium.

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The actual value of the Title must be disclosed to the Company, and subject to the approval by the Company, entered as the Proposed Policy Amount. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, the Company cannot be required to approve any such valuation in excess of \$1,000, and the total liability of the Company on account of the Commitment shall not exceed said amount.

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Commitment No.: 8709-4388009

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 facts, rights, interest, or claim which is not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. 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 that are not shown by the Public Records.
4. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
5. (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, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

Taxes for the year 2026.

NOTE: Taxes for the year 2025 appear to be in the amount of \$95,145.11, Account No. [150-032164](#) according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is \$47,572.56, and PAID, and the second installment is \$47,572.55, and PAID.

The taxes shown above may or may not reflect exemptions or value of property with new construction. It is recommended to contact the County Assessor office to determine future assessments.

8. 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.
9. Right of Way, including terms and conditions contained therein:
Granted To: American Telephone and Telegraph Company of Wyoming
For: Telephone and Telegraph Lines
Recorded: November 17, 1930
Recording Information: [Book 129, Page 478](#)
10. Right of Way, including terms and conditions contained therein:
Granted to: Utah Oil Refining Company
For: pipe line
Recorded: December 22, 1939
Recording Information: [Book 144, Page 344](#) and Defined in Agreement recorded July 21, 1981, [Book 389, Page 86](#)
11. Right of Way, including terms and conditions contained therein:
Granted To: Pioneer Pipeline Company
For: Pipe Line
Recorded: July 17, 1952
Recording Information: [Book 186, Page 518](#)
Defined by instrument: Recorded January 5, 1983 in [Book 431, Page 260](#)

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12. Right of Way, including terms and conditions contained therein:
Granted To: Mountain Fuel Supply Company
For: Pipelines
Recorded: April 13, 1981
Recording Information: [Book 380, Pages 318, 322 and 326](#)

13. Outdoor Ground Lease Agreement and the terms and conditions thereof:
Lessor:
Lessee: Young Electric Sign Company
Recorded: April 8, 1998
Recording Information: [Book 693, Pages 726, 728 and 730](#)

14. Unrecorded Leases and periodic tenancies, if any.

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Commitment No. 8709-4388009

EXHIBIT A

The Land referred to herein below is situated in the County of Uinta, State of Wyoming, and is described as follows:

A tract of land in the NW¼NW¼ of Section 29 and the NE¼ of Section 30, T15N, R120W, 6th P.M., in the City of Evanston, Uinta County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 29, running thence S 89°50'02" E, 147.08 feet along the North line thereof to the West boundary of Overthrust Road; thence the following four (4) courses along said West boundary:

S 35°13'19" W, 67.35 feet to the Point of Curvature of a curve concave to the East and having a radius of 1081.74 feet; thence Southerly 654.24 feet along the arc of said curve, through a central angle of 34°39'10", the long chord of which bears S 17°53'44" W, 644.32 feet; thence S 0°34'09" W, 1671.91 feet; thence S 0°00'39" E, 309.87 feet to the South line of said NE¼; thence S 89°47'24" W, 2566.92 feet along said South line to the Southwest corner of said NE¼ (Center one-quarter corner of said Section 30); thence N 0°02'57" E, 2206.54 feet to the Southerly right-of-way of Interstate Highway I-80; thence N 58°05'28" E, 842.72 feet along said Southerly right-of-way line to the North line of said Section 30; thence N 89°46'27" E, 1955.97 feet along said North line to the POINT OF BEGINNING.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


William J. Aulbert, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and

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- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an

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- agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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