



COMMITMENT FOR TITLE INSURANCE

ISSUED BY
Old Republic National Title Insurance Company

through its agent

Juab Title & Abstract Company

33 East 200 North, Nephi, UT 84648

www.juabtitle.com

Phone: (435)623-0387 – Fax: (435)623-1000

Signature Real Estate Services
35 South Main
Fillmore, UT 84631

Attention: Lauri Mathews

File No.: 41428

Buyer(s): Thom Belchak

Seller(s): Wayne Klein also known as R. Wayne Klein, as
Court-Appointed Receiver of RaPower-3, LLC,
International Automated Systems Inc., LTB1 LLC, their
subsidiaries and affiliates, and the assets of Neldon
Johnson and R. Gregory Shepard

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, Old Republic National Title Insurance Company, a Minnesota 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 Policy Amount 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.

Juab Title & Abstract Company

Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Juab Title & Abstract Company
33 East 200 North, Nephi, UT 84648
Phone: (435)623-0387 – Fax: (435)623-1000
ALTA Universal ID: 1040520
Revision No. 1

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No.: 41428

1. Commitment Date: January 14, 2021 at 07:00 AM

2. Policy (or Policies) to be issued:

a. ALTA Owners Policy

POLICY AMOUNT: PREMIUM:
\$27,000.00 \$294.00

Proposed Insured: Thom Belchak

3. The Fee Simple in the surface estate, interest in the surface estate in the Land described in this Commitment is owned, at the Commitment Date, by:

R. Wayne Klein, as Court-Appointed Receiver of Rapower-3, LLC, International Automated Systems Inc., LTB1 LLC, their subsidiaries and affiliates, and the assets of Neldon Johnson and R. Gregory Shepard

4. The Land referred to in this Commitment is situated in the County of Millard, State of Utah, and is described as follows:

Parcel No. HD-4606-2: The South half of the Southeast quarter of Section 2, Township 17 South, Range 8 West, Salt Lake Base and Meridian. Less: Beginning at the Southeast corner of Section 2, Township 17 South, Range 8 West, Salt Lake Base and Meridian, thence South 89°51'00" West 544.50 feet along the South boundary of Section 2, thence North 600 feet paralleling the East boundary of the Southeast quarter of Section 2, thence North 89°51'00" East 544.50 feet paralleling the South boundary to the East boundary of Section 2, thence South 600 feet, along the East boundary of Section 2, to the point of beginning. Less: Parcel No. HD-4606-2-1: Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 2, Township 17 South, Range 8 West, Salt Lake Base and Meridian, thence West 466.7 feet along the North boundary of the Southeast quarter of the Southeast quarter of Section 2, thence South 466.7 feet, thence East 466.7 feet to the East boundary of the Southeast quarter of the Southeast quarter of said Section 2, thence North 466.7 feet along the East boundary of the Southeast quarter of the Southeast quarter of said Section 2, to the point of beginning.

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Commitment No.: 41428

SCHEDULE B - Part 1

The following are the requirements to be complied with:

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. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
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. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
6. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part 2 that are objectionable to the Proposed Insured. **Release(s) or Reconveyance(s) of item(s) 17 and 18**

Commitment No.: 41428

SCHEDULE B - Part 2

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. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown in the Public Records.
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 Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
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. Taxes for the year 2021 now a lien not yet due. (Parcel No. HD-4606-2). Taxes for the year 2020 paid in full in the amount of \$128.60.
10. Said Land is located within Millard County and is subject to any special assessments of improvements or services as may be therein provided.
11. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
12. Rights-of-way, easements, roadways, power lines, ditches, canals, pipelines, encroachments and conflicts in boundary lines or other items which could be determined by an inspection and/or an accurate survey of Land herein.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

ALTA Commitment for Title Insurance (8-1-16)

SCHEDULE B - Part 2
(Continued)

Commitment No.: 41428

13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to ore, metal, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on, 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 representations as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Excepting therefrom all rights-of-way, stock trails, ditches and canals, gravel pits and gravel beds.
15. Excepting therefrom any portion lying within a county road.
16. Restrictive Covenant is granted October 31, 1983, recorded on November 16, 1983, as Entry No. 50345, in Book 177, Page 365, of the records of Millard County, Utah.
17. Receivership Order dated October 31, 2018, filed in the United States District Court for the District of Utah, Central Division, as Case No. 2:15-cv-00828-DN, in favor of United States of America, Plaintiff, against RAPOWER-3, LLC; INTERNATIONAL AUTOMATED SYSTEMS, INC.; LTB1, LLC; R. GREGORY SHEPARD; NELDON JOHNSON; and ROGER FREEBORN, Defendant, recorded November 7, 2018, as Entry No. 00204704, in Book 650, Page 278, of the records of Millard County.
18. Judgment dated September 17, 2020, as Case No. 200700008, Glenda E Johnson, Debtor, vs. Wings West LC and Tom Belchak, Creditor, in which judgment was entered in the amount of \$18,000,000.00, recorded September 17, 2020, as Entry No. 00211278, in Book 683, Page 380 of the records of Millard County, Utah.

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CHAIN OF TITLE

According to the public records, there have been no deeds conveying the land described herein within a period of 24 months prior to the date of this report, except as follows:

Warranty Deed dated 10/23/2020, Glenda E. Johnson as Grantor(s), R. Wayne Klein, as Court-Appointed Receiver of RaPower-3, LLC, International Automated Systems Inc., LTB1 LLC, their subsidiaries and affiliates, and the assets of Neldon Johnson and R. Gregory Shepard as Grantee(s), recorded on October 27, 2020, as Entry No. 00211779

Note: The name(s) of Wayne Klein also known as R. Wayne Klein, as Court-Appointed Receiver of RaPower-3, LLC, International Automated Systems Inc., LTB1 LLC, their subsidiaries and affiliates, and the assets of Neldon Johnson and R. Gregory Shepard and Thom Belchak has/have been checked for judgments and those constituting liens against property herein are referenced above.

Note: The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.

**SCHEDULE B - Part 2
(Continued)**

Commitment No.: 41428

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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
 - (f) Schedule B, Part II—Exceptions.

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 shall not be 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.

SCHEDULE B - Part 2
(Continued)

Commitment No.: 41428

- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 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 HAS BEEN ISSUED BY AN ISSUING AGENT

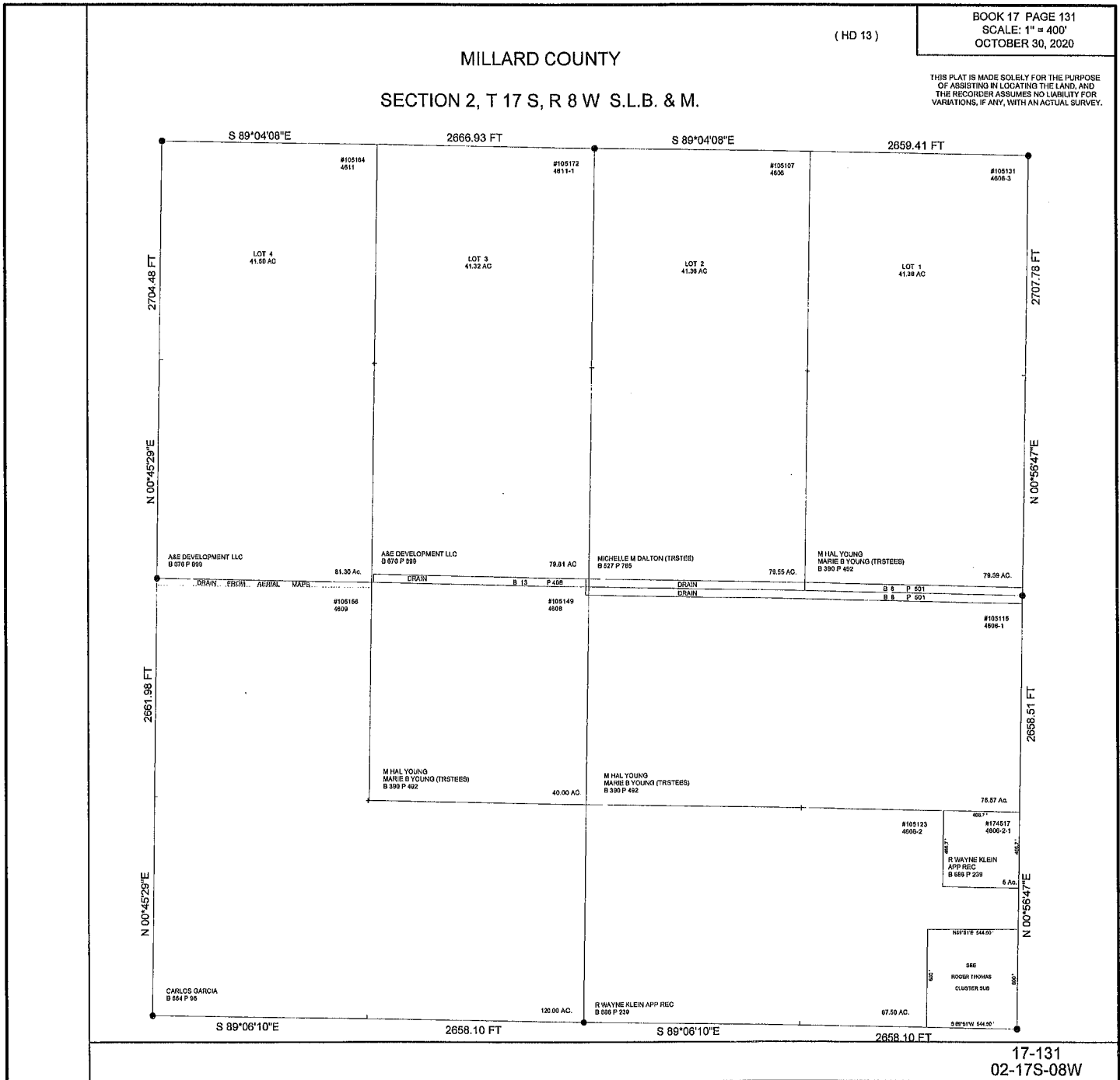
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.





MILLARD COUNTY TREASURER

STATEMENT OF PROPERTY TAXES DUE

Account Number 0105123
 Acres 67.50
 Assessed To

Parcel HD-4606-2
 KLEIN, R WAYNE APP REC
 PO BOX 1836
 SALT LAKE CITY, UT 84110-1836

Legal Description

Situs Address

S1/2 SE1/4 SEC 2, T17S, R8W, SLM. LESS BEG SE COR SD SEC 2, S 89°51'00" W 544.50 FT ALG S BDRY SD SEC 2, N 600 FT
 PR LLEL E BDRY SE1/4 SD SEC 2, N 89°51'00" E 544.50 FT PR LLEL SD S BDRY TO E BDRY, S 600 FT ALG SD E BDRY TO BEG.
 (BEING IN ROGER THOMAS CLUSTER SUB). LESS BEG NE COR SE1/4 SE1/4 SEC 2, W... Additional Legal on File

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$106.25	\$0.00	\$0.00	(\$106.25)	\$0.00
Total Tax Charge					\$0.00
Special Assessment: S03					
2020	\$22.35	\$0.00	\$0.00	(\$22.35)	\$0.00
Total Special Assessment: S03					\$0.00
GRAND TOTAL					\$0.00
Grand Total Due as of 11/09/2020					\$0.00

Tax Billed at 2020 Rates for Tax Area 13 - 13 - HINCKLEY DESERET CEMETERY

Authority	Tax Rate	Amount	Values	Actual	Assessed
MILLARD CO GENERAL FUND	0.0032410000	\$29.62	LAND - AG UNIMPROVED - NON FAA	\$9,140	\$9,140
HD CEMETERY DISTRICT	0.0003730000	\$3.41			
MOSQUITO ABATEMENT DISTRICT	0.0005740000	\$5.25	Total	\$9,140	\$9,140
MC FIRE DISTRICT	0.0003190000	\$2.92			
ASSESS/COLLECT (COUNTY)	0.0003670000	\$3.35			
MILLARD SCHOOL DISTRICT	0.0051000000	\$46.61			
ASSESS/COLLECT (STATE)	0.0000120000	\$0.11			
STATE BASIC SCHOOL LEVY	0.0016280000	\$14.88			
STATE CHARTER SCHOOL LEVY	0.0000110000	\$0.10			
Taxes Billed 2020	0.0116250000	\$106.25			
S03				\$22.35	