

EXHIBIT C

SUPPLEMENT TO RESTATED MORTGAGE

AND

SECURITY AGREEMENT

Made By and Between

GARKANE ENERGY COOPERATIVE, INC.

Mortgagor

and

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

Mortgagee

Dated as of

October 19, 2022

THIS INSTRUMENT GRANTS A SECURITY INTEREST
IN A TRANSMITTING UTILITY.

THIS INSTRUMENT CONTAINS FUTURE ADVANCE PROVISIONS
MADE BY THE MORTGAGEE TO THE MORTGAGOR
AND FUTURE OBLIGATIONS OF THE MORTGAGOR TO THE MORTGAGEE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT WAS DRAFTED BY JAMES J. JABLONSKI, SENIOR CORPORATE
COUNSEL OF NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
20701 COOPERATIVE WAY, DULLES, VIRGINIA 20166.
MORTGAGEE'S TELEPHONE NUMBER IS 1-800-424-2954

SUPPLEMENT to RESTATED MORTGAGE AND SECURITY AGREEMENT (the "Supplemental Mortgage"), dated as of 10/19/2022 made by and between GARKANE ENERGY COOPERATIVE, INC. (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Utah, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC" or the "Mortgagee"), a cooperative association existing under the laws of the District of Columbia.

WHEREAS, the Mortgagor and CFC are parties to the security instrument(s) made by the Mortgagor to the Mortgagee and identified in Appendix A hereto (collectively, the "Original Mortgage");

WHEREAS, the Mortgagor has heretofore borrowed funds from the Mortgagee pursuant to one or more Outstanding Loan Agreements (as identified more particularly in Appendix A hereto), has duly authorized, executed and delivered to CFC the Outstanding Notes (as identified more particularly in Appendix A hereto), and has secured the Outstanding Notes by the Original Mortgage;

WHEREAS, the Mortgagor has decided to borrow additional funds from the Mortgagee, pursuant to a Loan Agreement (hereinafter called the "Current Loan Agreement" and identified in Appendix A hereto) and has accordingly duly authorized, executed and delivered to CFC its mortgage note or notes (identified in Appendix A hereto and hereinafter collectively called the "Current Notes") to be secured by the Original Mortgage, as amended and supplemented hereby, of the property hereinafter described;

WHEREAS, the Original Mortgage, as supplemented and amended hereby, secures the payment of Outstanding Notes and Current Notes;

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the Original Mortgage (or, if the Original Mortgage consists of more than one instrument, at the time of the execution of the earliest instrument thereof) that the property of the Mortgagor of the classes described therein, as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired, would secure certain notes of the Mortgagor executed and delivered prior to the execution and delivery of the Original Mortgage (or, if the Original Mortgage consists of more than one instrument, prior to the execution and delivery of the earliest instrument thereof), and certain notes of the Mortgagor when and as executed and delivered under and pursuant to the Original Mortgage, as from time to time amended or supplemented, and it is intended by the Mortgagor to confirm hereby the Original Mortgage and the property therein described as being mortgaged or pledged, or intended so to be, as security for the Outstanding Notes, the Current Notes and any other notes of the Mortgagor when and as executed and delivered under and pursuant to the Original Mortgage, as amended and supplemented hereby;

WHEREAS, it is further intended by the Mortgagor, at the request and with the consent of the Mortgagee, to amend the Original Mortgage in the respects hereinafter set forth;

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and bylaws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes, the Current Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Original Mortgage, as amended and supplemented hereby;

WHEREAS, the Mortgagor and the Mortgagee are authorized to enter into this Supplemental Mortgage; and

WHEREAS, to the extent that any of the property described or referred to in this Supplemental Mortgage is governed by the provisions of the Uniform Commercial Code of any state (hereinafter called the "Uniform Commercial Code"), the parties hereto desire that this Supplemental Mortgage be regarded as a "security agreement," a "financing statement" and a "fixture filing" under the Uniform Commercial Code.

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Mortgagee to the Mortgagor, the receipt whereof by the Mortgagor prior to the execution and delivery of this Supplemental Mortgage is hereby acknowledged, this Supplemental Mortgage witnesseth as follows:

1. The Mortgagor has executed and delivered this Supplemental Mortgage and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over unto the Mortgagee, and the Mortgagor does hereby grant to the Mortgagee, and its assigns, all and singular the real and personal property described in the Original Mortgage, as supplemented and amended hereby, as being mortgaged thereby and all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Mortgage, including, without limitation, all and singular the real and personal property of said description heretofore or hereafter acquired by or constructed by or on behalf of the Mortgagor, and wheresoever situate, including, without limitation, the existing electric facilities identified and the real estate specifically described (by reference to deeds or otherwise) in Appendix B hereto and mortgaged thereby (except such portions, if any, thereof as have been released prior to the execution and delivery of this Supplemental Mortgage),

AND ALSO including, without limitation:

I

All right, title and interest, whether fee or leasehold, of the Mortgagor in real property set forth in Appendix B hereto, subject in each case to those matters set forth therein;

II

The electric generating plants and facilities and electric transmission and distribution lines and facilities now owned by the Mortgagor and located in the counties listed in Appendix B hereto, or hereafter constructed or acquired by the Mortgagor, wherever located, and in and to all extensions and improvements thereof and additions thereto, including any and all other property of every kind, nature and description, used, useful or acquired for use by the Mortgagor in connection therewith, and including, without limitation, the property described in the property schedule listed on, or attached to Appendix B hereto;

III

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the

purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines, or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

IV

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged, or pledged;

V

All right, title and interest of the Mortgagor in, to and under all personal property and fixtures of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper, deposit accounts, letter-of-credit rights, investment property (including certificated and uncertificated securities, security entitlements and securities accounts), software, general intangibles, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds (as such terms are defined in the Uniform Commercial Code of the jurisdiction governing construction of this Mortgage ("UCC"); provided, however, that the term "instrument" shall be such term as defined in Article 9 of the applicable UCC rather than Article 3);

VI

All right, title and interest of the Mortgagor in, to and under any and all agreements, leases or contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm or corporation relating to the Mortgaged Property (including contracts for the lease, occupancy or sale of the Mortgaged Property, or any portion thereof);

VII

All right, title and interest of the Mortgagor in, to and under any and all books, records and correspondence relating to the Mortgaged Property, including, but not limited to: all records, ledgers, leases and computer and automatic machinery software and programs, including without limitation, programs, databases, disc or tape files and automatic machinery print outs, runs and other computer prepared information indicating, summarizing evidencing or otherwise necessary or helpful in the collection of or realization on the Mortgaged Property;

VIII

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, including, without limitation, accounts, chattel paper, documents and instruments, general intangibles, goods, equipment, inventory, and proceeds wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein

or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that no automobiles, trucks, trailers, tractors or other vehicles (including without limitation aircraft or ships, if any) which are titled and/or registered in any state of the United States and owned or used by the Mortgagor shall be included in the property mortgaged by the Original Mortgage and this Supplemental Mortgage.

TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the terms, conditions, provisos and agreements expressed and declared in the Original Mortgage, as amended and supplemented hereby.

2. The Outstanding Notes are hereby confirmed as notes of the Mortgagor entitled to the security of the Original Mortgage, as amended and supplemented by this Supplemental Mortgage, and of the property by the Original Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Mortgagor when and as executed and delivered under and pursuant to the Original Mortgage, as amended and supplemented hereby, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided in the Original Mortgage, as amended and supplemented hereby) or as to lien or otherwise, of any one of the Outstanding Notes or such other notes over any other thereof and irrespective of the date of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof or otherwise.

3. The Current Notes executed and delivered pursuant to said Section 3.01 of Article III are hereby included within the term "Additional Notes" and "notes", as defined in the Original Mortgage, as amended hereby. There are hereby included within the term "CFC Loan Agreement", as defined in the Original Mortgage, as amended hereby, all agreements, together with any amendments or supplements thereto, between the Mortgagor and CFC pursuant to which the Mortgagor has executed and delivered or will execute and deliver to CFC "CFC Notes", as defined in the Original Mortgage, as amended hereby, including but not limited to, the Current Loan Agreement.

4. The Maximum Debt Limit under the Original Mortgage, as amended and supplemented hereby, is the amount more particularly described in Appendix A hereto.

5. Mortgage Deemed Security Agreement. To the extent that any of the property described or referred to in this Supplemental Mortgage is governed by the provisions of the Uniform Commercial Code, this Supplemental Mortgage is hereby deemed a "security agreement" a "financing statement" and a "fixture filing" under the Uniform Commercial Code. The Mortgagor herein is the "debtor" and the Mortgagee herein is the "secured party." The mailing addresses of the Mortgagor as debtor and of the Mortgagee as secured party are as set forth in the Original Mortgage. The Mortgagor is an organization of the type and organized in the jurisdiction set forth on the first page hereof.

6. All of the terms, provisions and covenants of the Original Mortgage, except as expressly modified hereby, shall be and remain in full force and effect.

7. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Supplemental Mortgage shall not affect the validity of the remaining portions hereof.

8. This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

9. This Supplemental Mortgage shall be governed by, and construed according to, the laws of the State of Utah except to the extent governed by federal law or the Uniform Commercial Code of the state of the Mortgagor's location, *provided, however*, that the creation, perfection, validity and enforcement of liens against real property located in state other than the State of Utah, including the exercise of the power of sale, shall be governed by and construed in accordance with the laws of such other state.

IN WITNESS WHEREOF, GARKANE ENERGY COOPERATIVE, INC., the Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, all as of the day and year first above written.

[EXECUTED ON THE FOLLOWING PAGES]

GARKANE ENERGY COOPERATIVE, INC.

(SEAL)

By: [Signature]

Title: CEO

Attest: _____

Title: _____

Executed by the Mortgagor
in the presence of:

Witnesses

STATE OF UTAH)
) SS
COUNTY OF Washington)

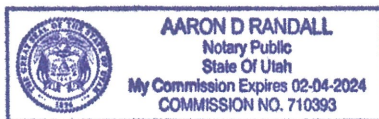
On this 19th day of October 2022, before me appeared Daniel McClendon and [Signature] personally known by me and, having been duly sworn by me, did say that ^{he is} they are the CEO and [Signature], respectively, of GARKANE ENERGY COOPERATIVE, INC., a Utah corporation, ~~and that the seal affixed to the foregoing instrument is the corporate seal of said corporation,~~ and that said instrument was signed ~~and sealed~~ in behalf of said corporation by authority of its Board of Directors, and said Daniel McClendon and [Signature] acknowledged that the execution of said instrument was a free act and deed of said corporation.

IN WITNESS whereof, I have hereunto set my hand and official seal the day and year last above written.

[Signature]
Notary Public

(Notarial Seal)

My commission expires:



NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION



(SEAL)

By: *Gene Morris*
Assistant Secretary-Treasurer

Gene Morris

Attest: *Colleen Taylor*
Colleen Taylor

Title: _____
Assistant Secretary - Treasurer

Executed by the Mortgagee
in the presence of:

Terese Jacob
Terese Jacob

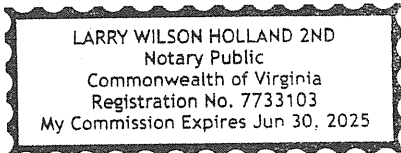
Paige Miller
Paige Miller

Witnesses

Paige Miller

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF LOUDOUN)

The foregoing instrument was acknowledged before me this 13 day of SEPTEMBER, 2022 by Gene Morris, Assistant Secretary-Treasurer of National Rural Utilities Cooperative Finance Corporation, a District of Columbia cooperative association, on behalf of the association.



Larry Wilson Holland 2nd
Notary Public

Notary Seal

Notary registration number: _____

My commission expires: _____

Appendix A

The instruments referred to in the preceding recitals are as follows:

1. The Maximum Debt Limit is \$100,000,000.00.

The instruments referred to in the preceding recitals are as follows:

2. "Original Mortgage":

Mortgage Type	Mortgage Date
Restated Mortgage and Security Agreement	November 29, 2010

2. "Current Loan Agreement" is that loan agreement dated as of even date herewith.

3. "Current Notes":

Loan Designation	Loan Amount	Note Date	Maturity Date
UT006-V-9002	\$20,000,000.00	Dated as of Even Date Herewith	Forty (40) years from the date hereof

4. "Outstanding Loan Agreement" are those loan agreements dated as of:

November 23, 1992
 March 27, 2000
 December 22, 2003
 April 22, 2009
 October 29, 2007
 November 29, 2010

5. "Outstanding Notes"

Loan Designation	Loan Amount	Note Date	Maturity Date
UT006-A-9010	\$1,074,737.00	11/23/1992	11/23/1992
UT006-A-9014	\$2,373,231.00	03/27/2000	03/27/2000
UT006-A-9015	\$4,500,000.00	04/22/2009	04/22/2009
UT006-A-9016	\$4,500,000.00	03/27/2000	03/27/2000
UT006-V-9018	\$10,000,000.00	12/22/2003	12/22/2003
UT006-V-9019	\$15,000,000.00	10/29/2007	10/29/2007
UT006-V-9020	\$15,000,000.00	11/29/2010	11/29/2010

Appendix B

- (a) The Mortgaged Property is located in the Counties of Wayne, Sevier, Garfield, Kane, and Washington in the State of Utah, and the County of Mohave in the State of Arizona.
- (b) The property referred to in the Granting Clause includes the following:

(See Attachment)

Garkane Energy Cooperative, Inc. (fka Garkane Power Association, inc.)

**PROPERTY SCHEDULE
SEPTEMBER 2022**

WAYNE COUNTY, UTAH

1. Loa District Office and Yard: A certain tract of land described in a certain Deed, dated December 24, 1970, by the Wayne County Potato Growers Association, as grantor, to Garkane Power Association, Inc., and recorded in the Office of the County Recorder of Wayne County, Utah, in Book P of Deeds, at Page 155, as follows:

All of Lot Two (2), Block Four (4), Loa Townsite Survey; together with the Potato House located on said property; and together with all improvements, appurtenances, easements, tenements, and hereditaments thereto annexed thereupon situated, or thereunto appertaining.

2. Hanksville Substation: A certain tract of land described in a certain Deed, dated January 23, 1980, by Owen L. Albrecht and Ranae Albrecht, as grantors, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Wayne County, Utah, in Book 154, at Page 156, as follows:

Beginning at the common quarter Section Comer between Sections 16 and 21, Township 28 South, Range 11 East, Salt Lake Meridian; thence North 6 deg 02' West 1349.7 feet; thence North 88 deg 49' West 340 feet; thence North 1 deg 11' East 50 feet to the proposed Southeast property comer; thence north 1 deg 11' East 208.7 feet; thence North 88 deg 49' West 208.7 feet; thence South 1 deg 11' East 208.7 feet; thence South 88 deg 49' East 208.7 feet back to the Southeast proposed property comer. Together with an access easement for ingress and egress over adjacent lands owned by Grantors in said Section 16 for all purposes necessary or incidental to the use of said property as an electrical substation.

3. Loa Property: A certain tract of land described in a certain Deed, dated July 1, 1996, by Sheri Peterson, as grantor, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Wayne County, Utah, in Book 161, at Page 946, as follows:

Beginning 99 feet North of the Southeast corner of Lot 1, Block 4, Plat "A", LOA TOWNSITE SURVEY, thence North 159.06 feet; thence West 260.7 feet; thence South 159 .06 feet; thence East 260.7 feet to beginning.

ALSO: Commencing at the Southeast Comer of Lot 1, Block 4, Plat "A", LOA TOWNSITE SURVEY, and running thence West 100 feet; thence North 99 feet; thence East 100 feet; thence South 99 feet to the point of beginning.

Subject to easements and rights-of-way_ of record or enforceable in law and equity.

TOGETHER WITH all water rights and improvements thereunto appertaining.

4. Loa Property: A certain tract of land described in a certain Deed, dated January 28, 2002, by Monroe Colemand, as grantor, to Garkane Energy Cooperative, Inc., recorded in the Office of the County Recorder of Wayne County, Utah, in Book 177, at Page 746, as follows:

Commencing 100 feet West of the Southeast Comer of Lot 1, Block 4, Plat A, LOA TOWNSITE SURVEY; thence West 147.5 feet, thence North 99 feet, thence East 147.5 feet, thence South 99 feet to point of beginning

5. Sherry Durfey Property: A certain tract of land described in a certain Deed, dated, April 30, 2009, by Sherry Durfey, as grantor, to Garkane Energy Cooperative, Inc., recorded in the office of the County Recorder of Wayne County, Utah, in Book 213, at page 999, as follows:

All of Lot 3, Block 4, Plat "A", LOA TOWNSITE SURVEY

6. Torrey Substation Property: A certain tract of land described in a certain Deed, dated, July 3, 2012, by Wesley T Jensen & Corinne Jensen, as grantors, to Garkane Energy Cooperative, Inc., recorded in the office of the County Recorder of Wayne County, Utah, in Book 222, at Page 945 as follows:

Beginning at the West Quarter Corner of Section 13, Township 29 South, Range 4 East, Salt Lake Base & Meridian; running thence North 00°04'38" East 330.00 feet along the Section line; thence North 89° 55'37" East 265.10 feet to the West line of Dump Road Canal Company and Keith P. Mackay Property (Parcel 0-743); thence South 24°44'23" East 58.42 feet, and South 00°21'23" East 238.03 feet, and South 07°26'23" East 39.21 feet along said West line of Parcel 0-743 to the Quarter Section line; thence South 89°55'37" West 2965.55 feet along same to the point of beginning. Containing 2.19 acres, more or less.

Together with an easement and Right-of-Way, 33 feet in width, over, across, and under the following described property: Beginning at a point that is North 00°04'38" East 220.00 feet along the Section line from the East Quarter Corner of Section 14 Township 29 South, Range 4 East, Salt Lake Base & Meridian; running thence North 89°58'49" East 33.00 feet along said line to the Section

line; thence South 00°04'38" West 493.61 feet along said line to the point of beginning. Containing 0.34 acre, more or less.

SEVIER COUNTY, UTAH

1. Old Sigurd Substation: A certain tract of land described in a certain Deed, dated June 29, 1959, by Barkely and Vera Anderson, as grantors, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Sevier County, Utah, in Book 65 of Deeds, at Page 569, as follows:

Beg S 89 deg 04'57" W 2402.39 ft along 1/4 sec line & N 0 deg 55'03" W 20 ft from E 1/4 cor of secl, T23S, R2W, SLM, th NO deg 55'03" W 80 ft, N 89 deg 04'57" E 80 ft; th SO deg 55'03" E 80 ft; th S 89 deg 04 '57" W 80 ft to beg.

Sigurd:

2500 sq. ft or 0.057 acres situated in the SW 1/4 of the NE 1/4 of Sec. 1, T23S, R2W, SLB&M

2. New Sigurd Substation: A certain tract of land described in a certain Deed, dated April 29, 1983, by R. Tim Anderson and Sharon T. Anderson, as grantors, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Sevier County, Utah, in Book 181 of Deeds, at Page 417, as follows:

Beginning at a point South 89 deg 04 '57" West 2402.39 feet along the Quarter Section Line and North 0 deg 55'03" West 20 feet from the East Quarter Comer of Section 1, Township 23 South, Range 2 West, Salt Lake Base and Meridian; thence North 0 deg 55'03" West 80 feet; thence North 89 deg 04'57" East 80 feet; thence South 0 deg 55 '03" East 80 feet; thence South 89 deg 04'57" West 80 feet to the point of beginning. Area: 0.147 acre

TOGETHER WITH a 20.00 foot Right of Way Easement for the purpose of ingress and egress located in the Southwest Quarter of the Northeast Quarter of Section 1, Township 23 South, Range 2 West, Salt Lake Base and Meridian; Beginning at the intersection of the Westerly Boundary fence of a County Road and the Quarter Section Line at a point South 89 deg 04'57" West 1996.82 feet along said Quarter Section Line from the East Quarter comer of Section 1, Township 23 South, Range 2 West, Salt Lake Base and Meridian; thence continuing along said Quarter Section Line South 89 deg 04 '57" West 405.57 feet; thence North 0 deg 55'03" West 20.00 feet; thence North 89 deg 04'57" East 413.41 feet to the Westerly Boundary Fence of said County Road; thence South 20 deg 29'07" West 21.48 feet to the point of beginning. Containing 0.19 acres.

GARFIELD COUNTY, UTAH

1. Old Hatch Warehouse: A certain tract of land described in a certain Deed, dated April 24, 1970 by the Town Board of Hatch Town, as grantor, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Garfield County, Utah, in Book 166 of Deeds, at Page 492, as follows:

Beginning at the Southeast corner of Lot 3, Block 3, Flat A, Hatch Town Survey; thence West 120 feet; thence North 60 feet; thence East 90 feet; thence North 60 feet; thence East 30 feet; thence South 120 feet to beginning.

Together with all water rights and easements and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

2. Hatch Office, Warehouse and Yard: A certain tract of land described in a certain Deed, dated August 7, 1939, by Henry N. Marshall, and Wife, as grantors, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Garfield County, Utah, in Book L of Deeds, at Page 506, as follows:

Com. at the NE. cor. of Sec. 29, T. 36 S., R. SW., SLM., & run th. s. 415.0 ft; th. W. 356.92 ft. mil, to U.S. Hwy. #89; th Ne'ly. along an 1800 ft. radius to the pt. of beg. Cent. 1.33 ac. mil.

3. East Fork Reservoir Property: A certain tract of land described in a certain Deed, dated December 20, 1956, by Nethella Griffin, Oneta K. Shirts, and Clyde & Irene King, as grantors, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Garfield County, Utah, in Book 103 of Deeds, at Pages 179 & 180, as follows:

Com. at pt. 3818 ft. N. & 44 deg 19' W. from SE. cor. of Sec. 10, T. 32 S., R. 4 E., S.L.B. & M., run. N. 76 deg W. 650 ft., turning 90 deg to right run. N. 14 deg E. 1050 ft. turning 90 deg to right, run. S. 76 deg E. 750 ft., turning 90 deg to right run. S. 14 deg W. 1050 ft. turning 90 deg to right & run. N. 76 deg W. 100 ft. to pt. of beg. comprising 18.15 acres.

4. West Fork Reservoir Property: A certain tract of land described in a certain Deed, dated October 29, 1959, by Bernell and Cleo Baker, Husband & Wife, as grantors, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Garfield County, Utah, in Book 116 of Deeds, at Page 8, as follows:

Starting at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 8, Township 32 South, Range 4 East of the SLB&M., and running thence East 400 feet; thence South 600 feet; thence West 400 feet;

thence North 600 feet to place of beginning and containing 5.5 acres, more or less.

5. Tropic Substation: A certain tract of land described in a certain Deed, dated January 27, 1966, by Ernest L. and Angeline J. Ahlstrom, as grantors, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Garfield County, Utah, in Book 135 of Deeds, at Page 429, as follows:

Beg. at the 1/4 corner peg between Sec. 23 and 26, Township 36 South, Range 3 West S.L.M. Thence South 326 feet to the N. W. corner of Garkane Power Substation; thence South 150 feet; thence East 150 feet; thence North 150 feet; thence West 150 feet to point of beginning, containing fifty two hundredths (.52) of an acre more or less.

6. East Fork Reservoir Property: A certain tract of land described in a certain Deed, dated March 31, 1980 and April 3, 1980, by Howard L. Shurtz and Homer T. Shurtz, as grantors, to Garkane Power Association, Inc., recorded April 8, 1980 in the Office of the County Recorder of Garfield County, Utah, in Book 261, at Page 525, as Reference No. 180344, as follows:

Beginning at a point 1320 feet West of the Northeast corner of Section 10, Township 32 South, Range 4 East, Salt Lake Base and Meridian, and running thence West 2640 feet; thence South 1056 feet; thence East 2640 feet; thence North 1056 feet to the place of beginning.

7. East Fork Reservoir Property: A certain tract of land described in a certain Deed, dated October 27, 1977 by Boulder King Ranches, Inc., as grantor, to Garkane Power Association, Inc., recorded October 27, 1977 in the Office of the County Recorder of Garfield County, Utah, in Book 238, at Page 837, as follows:

Beginning at the center of Section 10, Township 32 South, Range 4 East, Salt Lake Base and Meridian and running thence South 0 deg 42'57" East 1318.02 feet; thence South 89 deg 55'34" West 1332.48 feet; thence North 1 deg 04' 54" West 1316.44 feet; thence North 0 deg 23'36" West 1596.08 feet; thence North 89 deg 56'05" East 1331.90 feet; thence North 89 deg 58'59" East 1316.75 feet; thence South 0 deg 22'23" East 1591.20 feet; thence South 89 deg 51'11" West 1307.19 feet to the point of beginning and containing 137.32 acres, excepting therefrom the following two described parcels:

Parcel #1: Beginning at a point South 2 deg 20'35" East 1056.65 feet from the North Quarter corner of said Section 10; thence North 89 deg 58'59" East 1290.25 feet; thence South 0 deg 22 '23" East 330.00 feet; thence South 89 deg 58'59" West 1265.30 feet to the center of Boulder Creek; thence along said creek

North 7 deg 22'37" West 194.47 feet; thence North 0 deg 52'59" West 137.15 feet to the point of beginning, containing 9.72 acres.

Parcel #2: Beginning at a point south 15 deg 19'56" West 2484.72 feet from the North Quarter Comer of said Section 10; thence North 14 deg 11'26" East 1050.00 feet; thence South 75 deg 48'34" East 750.00 feet; thence South 14 deg 11'26" West 1050.00 feet; thence North 75 deg 48'34" West 750.00 feet to the point of beginning, containing 18.08 acres.

NET ACREAGE: 109.52 acres.

8. Hatch Substation: A certain tract of land described in a certain Deed, dated August 2, 1985, by James H. Hatch, and Janice T. Hatch, as grantors, to Garkane Power Association, Inc., recorded August 2, 1985 in the Office of the County Recorder of Garfield County, Utah, in Book 288, at Page 226, as follows:

Beginning at a point which bears North 0 deg 08'15" East 241.48 feet from the Southwest comer of the Northeast quarter of the Southwest quarter of Section 21, Township 36 South, Range 5 West, Salt Lake Base and Meridian, thence North 0 deg 08'15" East 375.38 feet; thence South 72 deg 27'45" East 304.0 feet; thence Southwesterly along U.S. Highway right of way fence to the point of beginning, 1.233 acres.

9. Escalante Substation: A certain tract of land described in a certain Deed of Distribution by Personal Representative, dated September 12, 1990, by Tex R. Olsen, as Personal Representative of the Estate of W.M. Christensen, deceased, as grantor, to Garkane Power Company grantee, recorded October 1, 1990 in the Office of the County Recorder of Garfield County, Utah, in Book 304, at Page 428, as follows:

Beginning at a point North 89°40' East 839.27 feet and South 55°05' East 84.73 feet and South 279.18 feet from the North Quarter Comer of Section 18, Township 35 South, Range 3 East, Salt Lake Base and Meridian; running thence South 228.76 feet; thence East 405.7 feet; thence North 228.76 feet; thence West 405.7 feet to the point of beginning.

EXCEPTING THEREFROM a 0.22 acre parcel which was conveyed to Garkane Power Company as described in Deed recorded in Book 36 at Pages 134 and 135 of Official Records.

A certain tract of land described in a certain Deed dated June 1, 1954, by Rufus H. Liston, and Ethel Liston, as grantors to Garkane Power Association, Inc., recorded in the Office of the Garfield County Recorder, State of Utah, on July 13, 1954, in Book No. 36, at Pages 134 & 135, as follows,

The place of beginning is 20 feet west of the North West Comer of Lot 2 Block 2 Parcel 13 Plot "B" Escalante townsite survey. Running thence west 100 feet, Thence south 124 feet, Thence east 100 feet, Thence north 124 feet, to place of beginning, containing 0.285 acres.

10. Hatch Property: A certain tract of land described in a certain Deed dated June 28, 1996, by Sheri Peterson, as grantor, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Garfield County, Utah, in Book 329, at Pages 360 & 361, as follows:

Parcel 1:

Beginning North 82 deg 31'14" West 2700.87 feet and North 0 deg 9'45" West 1848.13 feet from the center of Section 28, Township 36 South, Range 5 West, Salt Lake Base and Meridian, and running thence North 0 deg 9'45" West 414.71 feet to the Northwest comer of said Section 28; thence North 89 deg 1'47" East 769.50 feet; thence South 11 deg 51 '20" West 396.26 feet; thence South 37 deg 56'21" West 89.91 feet; thence North 87 deg 11'36" West 632.30 feet to the place of beginning.

SUBJECT TO right-of-way over the North 20.0 feet of said property.

Parcel 2:

Beginning North 89 deg 01'47" East 883.68 feet from the Southwest Comer of Section 21, Township 36 South, Range 5 West, Salt Lake Base and Meridian, said Southwest comer bears South 89 deg 01'47" West 2698.97 feet from the South quarter section comer of said Section 21; thence North 00 deg 10'02" West 190.00 feet; thence North 89 deg 06'43" East 731.55 feet; thence South 32 deg 09'00" West 220.24 feet; thence South 89 deg 01'47" West along the South line of said Section 21, 651.00 feet, more or less, to the point of beginning.

SUBJECT TO an easement for roadway proposes over and across the Westerly 30 feet of said property. TOGETHER WITH an easement for a roadway over the following: Beginning at the Southwest comer of Section 21, Township 36 South, Range 5 West, Salt Lake Base and Meridian, thence North 89 deg 01'47" East 883.60 feet; thence North 00 deg 10'02" West 22.95 feet; thence South 89 deg 01'47" West 860.30 feet; thence South 44 deg 58'40" West 33.0 feet to the point of beginning.

TOGETHER WITH 14 shares of the capital stock of Hatch Irrigation Company.

ALSO TOGETHER WITH a culinary well right as evidenced by Water Users Claim No. 61-683, Certificate No. 11202.

11. New Hatch Substation Property: A certain tract of land described in a certain Deed, dated June 4, 2008, by Janice T. Hatch, as grantors, to Garkane Energy Cooperative, Inc., recorded in the office of the County Recorder of Garfield County, Utah, in Book 431, at Page 895, as follows:

Commencing at the West ¼ Comer of Section 21, Township 36 South, Range 5 West, SLB&M, being marked by a G.L.O. brass cap; thence, along the east-west center section line of said section North 89° 24' 20" East 1349.67 feet to the West 1/16th comer of said section; thence, along the west 1/16th section line of said section South 0° 17', 39" West 207.81 feet, to the **POINT OF BEGINNING**; thence' departing said 1/16th line, South 72° 29' 27" East 397.57 feet; thence south 17° 30' 33" West 320.00 feet, to the north right-of-way of the Garfield County Road; thence' the north right-of-way of said road, North 72° 29' 27" West 298.43 feet, to said west 1/16th line; thence' along said 1/16th line, North 00° 17' 39" East 335.01 feet to the **POINT OF BEGINNING**, containing 2.56 acres (more or less).

KANE COUNTY, UTAH

3. Kanab Office, Warehouse and Yards: A certain tract of land described in a certain Deed, dated May 12, 1964, by Nellie F. and Marriner Jones, her husband, as grantors, to Garkane Power Association, Irtc., recorded in the Office of the County Recorder of Kane County, Utah, in Book 014 of Deeds, at Page 128, as follows:

Beginning at a point which is 5.95 chains South of the Northeast comer of the Southwest quarter of the Northeast quarter of Section 4, Township 44 South, Range 6 West, Salt Lake Base and Meridian, and running thence West 4.66 chains; thence South 4.30 chains; thence East 4.66 chains; thence North 4.30 chains to the place of beginning, containing 2.50 acres, more or less. Also known as Lot "K", Kanab City Survey, Kane County, Utah.

- 2(a). Paria Substation: A certain tract of land described in a certain Deed, dated July 2, 1959, by D. G. Robinson and Adonis F. Robinson, his Wife, as grantors to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Kane County Utah, in Book N-6 of Deeds, at Page 52, as follows:

Beginning 598 feet North of (1/4) Comer to Section 12 and 13 in Township 42 South Range 2 West Salt Lake Meridian, Utah and running thence North 83 deg 13' East 183 feet; thence North 6 deg 4 7' West 100 feet; thence South 83 deg 13' West 163 feet; thence South 4 deg 30' West 102 feet to the point of beginning.

- 2(b). Kanab Creek Ranchos Substation: A certain tract of land described in a certain Deed, dated July 13, 1981, by Clark F. Swapp & Frances M. Swapp, Husband & Wife, as grantors to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Kane County, Utah, in Book D70, at Page 18, as follows,

BEGINNING at the Northeast Comer of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 29, Township 43 South, Range 6 West, Salt Lake Base and Meridian, and running thence South 00 deg 17'2 1" West 264.0 feet along the Section line; thence North 89 deg 24'38" West 1,320.0 feet along the North line of Kanab Creek Ranchos Subdivision, to the 1/16 Section line; thence North 00 deg 17'21" East 264.0 feet along said line to the 1/16 comer; thence South 89 deg 24'38" East 1,320.0 feet along the 1/16 Section line to the point of beginning. Containing 8.0 acres.

TOGETHER will all improvements and appurtenances thereunto belonging but being SUBJECT to Easements, Rights of way and Restrictions of record and those enforceable in law and equity.

3. Kanab Creek Ranchos Property: A certain tract of land described in a certain Deed, dated November 21, 1986, by Afton A. Jameson, as grantor, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Kane County, Utah, in Book 092, at Page 581, as follows:

Beginning at a point 327.81' North and 0.91' West of the $\frac{1}{4}$ comer common to Sec 32 & 33, T43S, R6W, SLB&M, which lies on the section line between said sections, thence N0 deg 09'33" W along the section line 1642.0', thence N 88 deg 54'44" E along a existing fence 1312.52', thence S 0 deg 09'28" E along center section line 1666.92', thence W 1312.44' to point of beginning. Containing 49.851 acres less such acreage here after described. Beginning at same point of beginning, thence N 0 deg 09'33" W 1612.0', thence N 88 deg 54'44" E 832.86' (North 88°54'44" West 832.86 feet by Deed), thence SO deg 06' E 1577.9', thence W 576.04', thence S 0 deg 06' E 50', thence W 255.39' to point of beginning. Containing 30.13 acres Net Acreage: 19.721 acres.

SUBJECT TO A DEED dated May 22, 1997, by Garkane Power Association, Inc., as grantor to Alvey Development Corp., recorded on May 27, 1997, in the Office of the Kane County Recorder of Kane County, in the State of Utah, in Book 163, page 238, entry no. 90431, as follows,

An undivided one-half 1/2 Interest in the following described real property:

Beginning at a point 327.81 feet North and 255.39 feet East of the Quarter Section Comer common to Sections 32 and 33, Township 43 South, Range 6

West, Salt Lake Base and Meridian, thence North 0°06' West 50 feet; thence East 60 feet; thence South 50 feet; thence West 60 feet to the point of beginning.

4. Kanab Creek/Tropic Reservoir Property: A certain tract of land described in a certain Deed, dated January 8, 1993, by Usher J. Henrie, James R. Henrie, Jed E. Henrie, and Fern H. Hughes, as grantors, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Kane County, Utah, in Book 0125, at Pages 706 & 707, as follows:

All of Sectional Lot 2, Section 16, T 38 S, R 4 1/2 W, SLB&M. Containing 40 acres, more or less.

5. Kane County Property: A certain tract of land described in a certain Deed, dated March 19, 2002, by Loyd, as grantors to Garkane Energy Cooperative, Inc., recorded in the Office of the County Recorder of Kane County, Utah, in Book 220, at Page 282, as follows:

Beginning at a point North 0°16' 15" East 116.00 feet and North 36°56'48" West 159.23 feet from the Southeast Comer of Block 18, Plat "A" Revised, Official Orderville Town Survey, which point also bears North 60°36'50" East 2886.37 feet from the Southwest Comer of Section 4, Township 41 South, Range 7 West, Salt Lake Base & Meridian, Utah; and running thence North 36°56'48" West 220.53 feet to the southeasterly line of Center Street; thence North 42°00'21" East along said southeasterly line of Center Street, 52.00 feet; thence South 47°59'39" East 16.00 feet; thence North 42°00'21" East 135.10 feet to the intersection with an existing fence line; thence South 42°13'04" East along said existing fence line 201.86 feet; thence South 42°00'21" West 205.54 feet to the point of beginning containing 0.93 acres.

6. Kanab Creek Ranchos Lot: A certain tract of land described in a Warranty Deed, dated July 23, 1998, made and given by Carl R. Albrecht and Gail W. Albrecht, as grantors, to Garkane Power Association, Inc., as grantee, which Warranty Deed was recorded on July 28, 1998 in the Office of the County Recorder of Kane County, Utah, in Book 0176, at Page 76, as Entry No. 95177, as follows:

All of Lot 39, Unit 1, KANAB CREEK RANCHOS, according to the official plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

Together with all improvements and appurtenances thereunto belonging.

7. A certain tract of land described in a Warranty Deed dated April 6, 1992, made and given by Kanab City, a Utah municipal corporation, as granter, to Garkane Power Association, Inc., as grantee, which Warranty Deed was recorded on April 9, 1992 in the

Office of the County Recorder of Kane County, Utah, in Book 0119, at Page 753, as Entry No. 72752, as follows:

BEGINNING at a point 392.7 feet South and 307.56 feet West of the Northeast Comer of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) of Section 4, Township 44 South, Range 6 West, Salt Lake Base and Meridian, and running thence South 283.8 feet; thence West 289.95 feet; thence North 20°46'30" East 303.54 feet; thence East 182.28 feet to the point of beginning. Containing 1.54 acres, more or less.

8. Todd's Substation Property: A certain tract of land described in a Warranty Deed, dated April 3, 2006, Jacobs Mark, as grantor, to Garkane Energy Cooperative, Inc., recorded in the Office of the County recorder of Kane County, Utah, in Book 300, at Page 650, as follows:

PARCEL 1: Commencing at the comer of Sections 14, 15, 22, and 23, Township 38 South, Range 6 West, Salt Lake Base and Meridian, Utah; and running thence South 00° 18' 52" West along the line between said sections 22 and 23, 196.57 feet to the TRUE POINT OF BEGINNING; thence North 41° 45' 39" West 173.01 feet; thence South 48° 14' 21" West 300.81 feet; thence South 41° 45' 39" East 300.00 feet to the westerly right-of-way line of U.S. highway 89; thence North 49° 41' 12" East along said westerly right-of-way line of U.S. Highway 89, 56.75 feet; thence North 48° 16' 07" East 205.80 feet; thence North 45° 56' 07" East 38.30 feet; thence north 41° 45' 39" West, leaving said right-of-way line of U.S. Highway 89, 126.99 feet to the true point of beginning. Containing 2.08 acres.

PARCEL 2: Commencing at the comer of Sections 14, 15, 22, and 23, Township 38 South, Range 6 West, Salt Lake Base and Meridian, Utah; and running thence South 00° 18' 52" West along the line between said sections 22 and 23, 196.57 feet; thence North 41° 45' 39" West 128.01 feet to the TRUE POINT OF BEGINNING; thence North 41° 45' 39" West 24.00 feet; thence North 48° 14' 21" East 36.24 feet to a curve on the southerly line of an existing 66 foot road easement; thence easterly along the southerly line of an existing 66 foot road easement; along a non-tangent curve to the left, concave northerly with an arc length of 30.72 feet, radius of 298.66 feet and long chord that bears South 80° 21' 21" East a distance of 30.71 feet; thence South 48° 14' 21" West 55.40 feet to the true point of beginning. Containing 0.03 acres.

9. 8-Mile Gap Substation: A certain tract of land described in a Warranty Deed dated, November 25, 2008, Robert and Shirley Johnson, as grantor, to Garkane Energy Cooperative, Inc., recorded in the Office of the County recorder of Kane County, Utah, in Book 360, at Page 332, as follows:

Beginning at a point being South 00° 09' 57" West 101.02 feet and South 89° 50' 03" East 66.00 feet from the Northwest Corner of Section 4, Township 44 South, Range 5 West, Salt Lake Base and Meridian, and running thence North 72° 52' 57" East 300.00 feet; thence South 00° 10' 23" West 300.00 feet; thence South 72° 52' 57" West 300.00 feet; thence North 00° 10' 23" East 300.00 feet to the point of beginning, containing 85932.847 square feet or 1.973 acres (more or less).

10. Duck Creek Substation: A certain tract of land described in a Warranty Deed, dated June 21, 2005, Kenneth D. Walters Family Trust, as grantor, to Garkane Energy Cooperative, Inc., recorded in the Office of the County recorder of Kane County, Utah, in Book 281, at Page 601, as follows:

Beginning at point North 0° 45' 00" West 1343.32 feet from the Southeast Corner of Section 7, Township 38 South, Range 7 West, Salt Lake Base and Meridian, and running thence South 87° 45' 30" West 330.25 feet; thence South 0° 40' 16" East 236.67 feet; thence North 87° 45' 30" East 330.57 feet to the East line of said Section 7; thence North 0° 45' 00" West 236.86 feet, more or less, along said line to the point of beginning.

11. Zion View Lot 85B: All of Lot 85B, Zion View Mountain Estates Unit E, Amended Lot 85, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.
12. Kanab City East (Mike Avant) Yard: Beginning at a PT S 89°10'36" W 37.07 ft from the SE Cor of the SW 4SE/4 of Sec 27 T43S R6W SLB&M, Said Pt being on the W'ly R/W Line of a County Road (Formerly US HWY 89); & Run TH S 89°10'36" W along the S Line of Sec 27, 639.43 Ft; TH N 0°49'24" W 332.95Ft to a Fence line; TH N 75°03'50" E along said fence line 114.95 Ft to a fence Cor; TH N24°54' E along said fence line 376.72 Ft to the W line of said county road; TH S 28°18'50" E along said W line 289.51 Ft to the Point of Beginning Cont 5.81 AC, M/L.
13. Orderville Substation: Beginning at a point North 0°16'15" East 116.00 feet and North 36°56'48" West 159.23 feet from the Southeast Corner of Block 18, Plat "A" Revised, Official Orderville Town Survey, which point also bears North 60°36'50" East 2886.37 feet from the Southwest Corner of Section 4, Township 41 South, Range 7 West, Salt Lake base & Meridian, Utah; and running thence North 36°56'48" West 220.53 feet to the southeasterly line of Center Street; thence North 42°00'21" East along said southeasterly line of Center Street, 52.00 feet; thence South 47°59'39" East 16.00 feet; thence North 42°00'21" East 135.10 feet to the intersection with an existing fence line; thence South 41°13'04" East along said existing fence line 201.86 feet; thence South 42°00'21" West 205.54 feet to the point of beginning containing 0.93 acres.

14. Kanab Switch Yard: A certain tract of land described in a Warranty Deed, dated August 24, 2004, Keith L. McAllister and Kim T. Lawson, as grantor, to Garkane Energy Cooperative, Inc., recorded in the Office of the County recorder of Kane County, Utah, in Book 265, at Page 751, as follows:

PARCEL 1: BEGINNING at a point South 89°10'36" West 37.07 feet from the Southeast Corner of the Southwest Quarter of the Southeast Quarter (SW ^{1/4}SE ^{1/4}) of Section 27, Township 43 South, Range 6 West, Salt Lake Base said point being on the Westerly right-of-way line of a county road (formerly U.S. Highway 89), and running thence South 89°10'36" West along the South line of Section 27, 639.43 feet; thence North 0°49'24" West 332.95 feet to a fence line; thence North 75°03'50" East along said fence line 114.95 feet to a fence corner; thence North 24°54' East along said fence line 376.72 feet to the West line of said county road; thence South 28°18'50" East along said West line 789.51 feet to the point of beginning.

PARCEL 2: BEGINNING at a point 1,270.97 feet East from the Northwest Corner of Section 6 Township 44 South, Range 5 West, Salt Lake Base and Meridian, and running thence South 175.0 feet; thence East 200.0 feet; thence North 127.72 feet; thence North 76°50'30" West 205.20 feet to the point of beginning.

15. Big Water Substation: A certain tract of land described in a Warranty Deed, dated September 1, 2011, Gary R. Herbert, and Gregory S. Bell, as grantor, to Garkane Energy Cooperative, Inc., recorded in the Office of the County recorder of Kane County, Utah, in Book 44, at Page 94, as follows:

Township 43 South, Range 2 East, SLB&M: Section 10: SW4SW4NW4 & NW4NW4SW4 (within)

From the South $\frac{1}{4}$ Corner of Section 10 Township 43S Range 2 E SLB&M, N40° 37'W, 3231.1 ft to the point of beginning. Thence N9°30'E, 300 ft; thence N81°30'W, 450 ft; thence S9°30'W, 300 ft, thence S81°30'E, 450 ft, to the point of beginning

Containing 3.10 acres, more or less.

And

Township 44 South, Range 2 East, SLB&M: Section 10: NW4NW4 (within Lot 4)

From the Northwest corner of Section 10 Township 44S Range 2E SLB&M, S51°19'E, 810.6 ft to the point of beginning. Thence S71°55'E, 390 ft; thence S18°5'W, 360 ft; thence N71°55'W, 390 ft; thence N18°5'E, 360 ft, to the point of beginning

Containing 3.22 acres, more or less.

WASHINGTON COUNTY, UTAH

1. **Hildale Substation:** A certain tract of land described in Warranty Deed dated January 4, 1989, made and given by Hildale Town Corporation, a Municipal Corporation of the State of Utah, as, grantor, to Garkane Power Association, Inc., as grantee, which Warranty Deed was recorded on January 6, 1989 in the Office of the County Recorder of Washington County, Utah, in Book 508, at Page 802, as Entry No. 342623, as follows:

Beg at a point S 89 Deg 53'44" W along The 1/4 Sec Line 1286.68 feet, and NO Deg 04 '22" W 0.50 ft from the E 1/4 Corner of Sec 32, T43S, R10W, SLB&M, and run thence N 88 Deg 45'38" E 82.46 feet to a pt on the Wly R-O-W Line of Highway U-59, said point being on the arc of a 5679.578 foot radius curve, with radius line bearing South 43 Deg 13'01" West; thence Southeasterly to the right, along the arc of said curve, 462.65 feet thru a central angle of 4 Deg 40'02"; thence South 89 Deg 52' 11" West 405.91 ft; thence North 0 Deg 04'22" West 329.32 feet to the point of beginning.

2. **Hildale Industrial Park Property:** A certain tract of land described in a certain Deed, dated July 1, 2009, Hildale Town Corporation, as grantor, to Garkane Energy Cooperative, Inc., recorded in the. Office of the County recorder of Washington County, Utah, Document Number 20090025435, as follows:

THAT PORTION OF LOT 5 described as follows: Commencing at the said east quarter corner of Section 32; thence S. 89° 53' 44" W. 1356.31 feet along the quarter section line and S. 0° 06' 16" E. 43.00 feet to the northeast corner of Lot 5 and the TRUE POINT OF BEGINNING; thence S. 0° 06' 16" E. 285.79 feet along the east boundary of Lot 5; thence S. 89° 53' 44" W. 34.77 feet along the south boundary of Lot 5; thence jogging around an area of walled enclosures the following three courses: N. 0° 06' 16" W. 10.27 feet, S. 89° 53' 44" W. 76.73 feet, and S. 0°06' 16" E. 10.27 feet; thence S. 89° 53' 44" W. 185.51 feet along the said south boundary; thence N. 0° 06' 16" W. 285.79 feet along the west boundary of Lot 5; thence N. 89°53' 44" E. 297.00 feet along the north boundary of Lot 5 to the point of beginning, containing 1.93 acres.

THAT PORTION OF LOT 6 described as follows: Commencing at the said east quarter corner of Section 32; thence S. 89° 53' 44" W. 1653.31 feet along the quarter section line and S. 0° 06' 16" E. 43.00 feet to the northeast corner of Lot 6 and the TRUE POINT OF BEGINNING; thence S. 0° 06' 16" E. 285.79 feet along the east boundary of Lot 6; thence S. 89° 53' 44" W. 92.87 feet along the south boundary of Lot 6; thence jogging around an area of a water loading station the

following three course: N. 0° 06' 16" W. 21.32 feet, S. 89° 53' 44" W. 81.65 feet to Point A, and S. 0° 06' 16" E. 21.32 feet; thence S. 89° 53' 44" W. 122.48 feet along the said south boundary; thence N. 0° 06' 16" W. 35.45 feet along the west boundary of Lot 6 to Point B; thence jogging around an area of a well house the following four courses: N. 89° 53' 44" E. 40.94 feet to Point C, N. 0° 06' 16" W. 50.24 feet to Point D, N. 41° 31' 06" W. 12.52 feet, and S. 89° 53' 44" W. 32.65 feet; thence N. 0° 06' 16" W. 104.17 feet along the said west boundary; thence jogging around an area of a gas yard the following two courses: N. 89° 53' 44" E. 68.69 feet and N. 0° 06' 16" W. 86.54 feet; thence N. 89° 53' 44" E. 228.31 feet along the north boundary of Lot 6 to the point of beginning, containing 1.72 acres.

Together with an easement for electrical lines, covering the said area of a gas yard, the said area extending from the said portion of Lot 6 to the platted boundary of Lot 6.

Together with an easement for buried electrical ground grid, covering the said area of a well house, the said area extending from the said portion of Lot 6 to the platted boundary of Lot 6.

Together with an easement for utilities, 15 feet wide, adjoining and extending north of the line between the said Points B and C and extending from the street right of way to the line between the said Points C and D.

Reserving an easement for utilities, beginning at the said Point A and thence the following six courses; N. 0° 06' 16" W. 14.13 feet, S. 89° 53' 44" W. 81.54 feet to the said Point C; N. 0° 06' 16" W. 15.00 feet, N. 89° 53' 44" E. 140.82 feet, S. 0° 06' 16" E. 29.13 feet, and S. 89° 53' 44" W. 59.28 feet to the point of beginning.

THAT PORTION OF LOT 11 described as follows: Commencing at the said east quarter corner of Section 32; thence S. 89° 53' 44" W. 1983.31 feet along the quarter section line and S. 0° 06' 16" E. 358.79 feet and N. 89° 53' 44" E. 33.00 feet to a point on the west boundary of Lot 11, which point is S. 0° 06' 16" E. 30.00 feet from the northwest corner of Lot 11 and which point is the TRUE POINT OF BEGINNING; thence N. 89° 53' 44" E. 55.12 feet; thence S. 0° 06' 16" E. 150.17 feet; thence S. 89° 53' 44" W. 55.12 feet; thence N. 0° 06' 16" W. 150.17 feet along the said west boundary to the point of beginning, containing 0.19 acres.

Together with a non-exclusive right of access across the northerly 30 feet of Lot 11, which 30 feet adjoins both the said portion of Lot 6 and the said portion of Lot 11 and is to also be used as public alley way.

Together with an easement for buried electrical ground grid, adjoining and extending 15 feet outward from the said portion of Lot 11 along the north, east, and south sides.

MOHAVE COUNTY, ARIZONA

1. Colorado City Substation: A certain tract of land described in a certain Deed, dated February 25, 1988, by the United Effort Plan, a common law trust, as grantor, to Garkane Power Association, Inc., recorded in the Office of the County Recorder of Mohave County, Arizona, in Book 1414, at Page 684, as follows:

Beginning at a point 1935.44 feet South and 57.5 feet West of Northeast corner of Section 7, Township 41 North, Range 6 West Gila and Salt River Base and Meridian, Thence West 169.55 feet, a point on Highway 389 R.O.W. thence 311.11 feet along R.O.W. Thence North 0 Deg 12'58" W 260.85 feet to Point of Beginning. Containing .5076 acre more or less.

TOGETHER WITH all plants, works, structures, erections, reservoirs, dams, buildings, fixtures and improvements now or hereafter located on any of the properties conveyed by any and all of the aforesaid deeds mentioned above, and all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining.

Appendix C
Excepted Property

NONE