

Commitment for Title Insurance

 First American	Griffiths & Turner 
ISSUED BY First American Title Insurance Company	THROUGH THE OFFICE OF Griffiths & Turner / GT Title Services Inc.

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



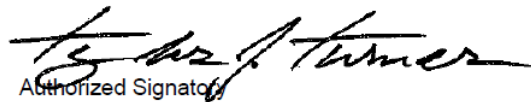
Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Griffiths & Turner / GT Title Services Inc.

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Authorized Signatory

GT File No.: SL19253

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.

NOTE: Notwithstanding anything to the contrary in this commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.



Commitment for Title Insurance

SCHEDULE A

1. Effective Date: **May 13, 2016**, 7:59 AM

2. Policy or Policies to be issued:	<u>Amount</u>	<u>Premium</u>
(A) ALTA Standard Owners Policy (6/17/06) Proposed Insured: NONE		
(B) ALTA Loan Policy (6/17/06) Proposed Insured: TBD, Its Successors and/or Assigns	\$TBD	\$TBD
Additional Charges (if any)	(Endorsements)	\$TBD
TOTAL		\$TBD

3. The estate or interest in the Land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

SMHG PHASE I LLC, A DELAWARE LIMITED LIABILITY COMPANY

4. The Land referred to in this commitment is located in **WEBER** County, State of Utah and is described as follows:

ALL OF LOTS 19, 20, 22R AND 23R, SUMMIT EDEN PHASE 1A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER.

Purported Address (for reference purposes only):

VACANT LAND, EDEN, UT 84310

File Number: SL19253
American Land Title Association Commitment-Utah
Valid Only If Schedules A and B and Jacket Are Attached

Commitment for Title Insurance
SCHEDULE B - SECTION I (Requirements)

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Item (c) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (d) Pay us the premiums, fees and charges for the policy. In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$200.00.

Item (e) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) In transactions where construction is contemplated or the status of construction is unknown, the Company requires the owner and any previous owners within the last 6 months to sign a statement that no recent construction has taken place. A physical inspection may also be required. If recent construction has taken place, additional requirements may be added.

Commitment for Title Insurance
SCHEDULE B -SECTION II (Exceptions)

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of 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, interest or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by 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 that are not shown in the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
7. (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.

NOTE: *Upon compliance with underwriting requirements, exceptions 1-7 will be omitted from any Extended or Expanded Loan Policy to be issued hereunder.*

8. Taxes for the present year and thereafter. Taxes for the year 2016 are accruing as a lien and are not yet due and payable. Taxes for the year 2015 were **PAID** in the amount of **\$1,966.90**. Tax ID No. **23-128-0014**
Taxes for the year 2015 were **PAID** in the amount of **\$1,966.90**. Tax ID No. **23-128-0015**
Taxes for the year 2015 were **PAID** in the amount of **\$1,832.53**. Tax ID No. **23-128-0017**
Taxes for the year 2015 were **PAID** in the amount of **\$1,861.32**. Tax ID No. **23-128-0018**
9. Said property is within the boundaries of **EDEN, WEBER COUNTY, UTAH** and is therein located within **Tax District 488, Weber Basin Water Conservancy District, Weber County Mosquito Abatement District, Eden Cemetery Maintenance District, Weber Fire District, Weber Area Dispatch 911 and Emergency Services District, Weber Fire District, Powder Mountain Water and Sewer Improvement District, Wolf Creek Sewer Improvement District, Northern Utah Environmental Resource Agency**, and is subject to any charges and assessments levied thereunder.

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Commitment for Title Insurance
SCHEDULE B - SECTION II (Exceptions)

10. All terms, conditions, notes, and effects of, and matters shown on: county maps; the official subdivision plat map recorded on January 27, 2014 as Entry No. 2672941; those certain ALTA surveys known as Eden Heights, LLC Survey, and the Powder Mountain Reserve Survey prepared by Baseline Surveying Inc, by Russell E. Campbell, reg. no. 316833, dated March 2, 2010, and on file with the Weber County Surveyor as entry no. 004425.
11. Any water rights, claims or title to water in or under the Land.
12. All right, title or interest to any minerals of whatsoever kind, oil, gas, subsurface substances or surface substances together with all privileges and immunities relating thereto, whether or not appearing in the Public Records. Including, but not limited to those certain agreements recorded as entry numbers 819273 and 819274 in the official records of the Weber County Recorder. The Company makes no representation as to the present ownership of any such interests.
13. All right, title or interest to any minerals of whatsoever kind, oil, gas, subsurface substances or surface substances together with all privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B-2. Including, but not limited to the following recorded interests:
 - Those certain oil and gas lease agreements recorded September 10, 1980, as entry numbers 819273 and 819274, Weber County.
 - The reservations in the Bargain and Sale Deed recorded January 3, 1953, as entry number 199464 in book 407, page 335 Weber County.
 - The reservations in the Warranty Deed recorded June 9, 1980, as entry number 812556, Weber County.
14. The terms and conditions of that certain contract between Weber Basin Water Conservancy District and Powder Mountain Inc., for the sale and use of untreated water, recorded as Entry No. 775338 in Book 1300 at Page 289 of Official Records.
15. The effects of that certain Right of Way and Easement Agreement in favor of All Year Paradise Inc. recorded April 7, 1987 as Entry No. 1005710 in the official records of the Weber County Recorder's Office.
16. The effects of that certain Easement in favor of Powder Mountain Group Holdings, LLC recorded March 28, 2005 as Entry No. 2093350 in Weber County records.
17. The effects of that certain Contract by and between Weber Basin Water Conservancy District and Western America Holding, LLC for the sale and use of untreated water recorded April 6, 2007 as Entry No. 2171767 in Weber County Records.
 - An Amendment to the Contract between Weber Basin Water Conservancy District and Western America Holding, LLC was recorded June 17, 2011 as Entry No. 2531006 in Weber County.
 - An Assignment of Contract was recorded October 23, 2013 as Entry No. 2661030 in Weber county by and between Western America Holding, LLC and Summit Mountain Holding Group, LLC.
18. The effects of that certain Grant of Right-of-Way and Utility in favor of Eden Heights II, LLC recorded October 10, 2006 as Entry No. 2214041 in the official records of the Weber County Recorder's Office.

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Commitment for Title Insurance
SCHEDULE B - SECTION II (Exceptions)

19. The effects of that certain Ordinance No. 2012-18 rezoning property located at Powder Mountain resort, recorded November 12, 2012 as Entry No. 2607987.
20. The terms, conditions and effects of that certain Weber County Zoning Development Agreement by and between Western America Holding, LLC and Weber County, recorded November 12, 2012 as Entry No. 2607988.
21. The effects of that certain Resolution No. 27-2012 confirming the tax to be levied for Municipal Services provided to the unincorporated area of Weber County and describing the Services to be provided therein, recorded December 13, 2012 as Entry No. 2610456.
22. The effects of that certain Easement Agreement given by Summit Mountain Holding Group, L.L.C., Summit Eden Resort LLC, and SMHG Investments LLC, recorded in Weber County April 26, 2013, as Entry No. 2631963.
23. The effects of that certain Interlocal Agreement between Cache and Weber Counties regarding land use, recorded May 28, 2013, in Weber County as Entry No. 2637681.
24. The effects of that certain Nonexclusive Access Easement for Roadway Access and Utilities given by Weber State University to Summit Mountain Holding Group, L.L.C., recorded July 22, 2013, in Weber County as Entry No. 2646631.
25. The effects of the following Notices, Resolutions, and Ordinances establishing the Weber County, Utah Summit Mountain Assessment Area and levying assessments thereon for the purpose of financing development improvements: Entry No. 2649359 recorded August 7, 2013; Entry No. 2650764 recorded August 15, 2013; Entry Nos. 2655411, 2655504, 2655522 recorded September 13, 2013; Entry No. 2661052 recorded October 23, 2013; Entry No. 2691724 recorded June 14, 2014.
26. The effects of that certain Weber County Ordinance 2013-28 recorded October 13, 2013 as Entry No. 2661052; and Notice of Adoption of Community Development Project Area Plan recorded October 25, 2013 as Entry No. 2661594.
27. The terms, conditions and effects of that certain Easement Agreement for Ski Bridge by and between Weber County Corporation and Summit Mountain Holding Group, LLC, recorded January 27, 2014 as Entry No. 2672936.
28. The terms, conditions and effects of that certain Easement Agreement for Ski Lift by and between Weber County Corporation and Summit Mountain Holding Group, LLC, recorded January 27, 2014 as Entry No. 2672939.
29. The terms, conditions and effects of that certain Easement Agreement for Ski Access by and between Weber State University and Summit Mountain Holding Group, LLC, recorded January 27, 2014 as Entry No. 2672940.
30. The terms, conditions and effects of that certain Weber County Survey Monumentation Improvement Agreement by and between Weber County Surveyor and SMHG Phase I, LLC, recorded January 27, 2014 as Entry No. 2672951.
31. The effects of that certain Perpetual Easement and Quit Claim Deed in favor of the Weber County Surveyor recorded January 27, 2014 as Entry No. 2672952.

(Continued)

Commitment for Title Insurance
SCHEDULE B - SECTION II (Exceptions)

32. The effects, terms and conditions of the covenants, conditions and restrictions, and any related bylaws, recorded January 27, 2014, October 1, 2014 and January 14, 2015 as Entry No.'s 2672941, 2704954 and 2712001 respectively; and any supplements or amendments thereto as may have been recorded from time to time, and any charges created thereunder, including, without limitation, any charges, dues or assessments levied by any home owners association or similar organization, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
33. The terms, conditions and effects of that certain Easement Agreement for Access to Facilities by and between Summit Mountain Holding Group, LLC and Powder Mountain Water and Sewer Improvement District, recorded January 27, 2014 as Entry No. 2672965.
- 34. Deed of Trust**, summarized as follows:
Recorder's Entry No.: 2691517
Date Recorded: June 20, 2014
Date of Document: June 20, 2014
Dollar Amount: \$8,000,000.00
Borrower/Trustor: SMHG PHASE I LLC
Lender: CALMWATER CAPITAL3, LLC
Beneficiary: CALMWATER CAPITAL3, LLC
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY
- Assignment of Deed of Trust recorded May 26, 2015 as Entry No. 2737221, whereby Calmwater Capital 3, LLC assigned its beneficial interest to CC3 Loan Portfolio II, LLC.
35. The effects of that certain Notice of Reinvestment Fee Covenant in favor of Powder Mountain Owners Association, Inc. recorded October 1, 2014 as Entry No. 2704955.
36. The terms and conditions of that certain Easement Agreement for Road Construction and Slope Maintenance by and between SMHG PHASE I LLC and Weber County Corporation, recorded October 3, 2014 as Entry No. 2705339.
37. The terms and conditions of that certain Easement Agreement for Utility Lines by and between Summit Holding Group, LLC and Weber County Corporation, recorded October 3, 2014 as Entry No. 2705343.
38. The effects of that certain Designation and Grant of Non-Exclusive Public Utility Easements recorded October 14, 2014 as Entry No. 2708835.
39. The terms and conditions of that certain Zoning Development Agreement by and between Summit Holding Group, LLC and Weber County Corporation, recorded January 14, 2015 as Entry No. 2717835.
40. The effects of that certain **Notice of Mechanic's Lien** wherein Watts Enterprises Inc. claims a lien in the principal amount of **\$481,253.82** for providing labor and/or materials in connection with the improvement of said property recorded November 25, 2015 as Entry No. 2767079.

(Continued)

Commitment for Title Insurance
SCHEDULE B - SECTION II (Exceptions)

41. The effects of that certain **Notice of Mechanic's Lien** wherein Watts Enterprises Inc. claims a lien in the principal amount of **\$539,279.36** for providing labor and/or materials in connection with the improvement of said property recorded November 25, 2015 as Entry No. 2767080.

NOTE ON JUDGMENTS: All relevant parties' names have been checked for judgments. Except as otherwise stated herein, no unsatisfied judgments appear of record that would affect the priority of the insured lien or interest. If this is a purchase transaction, we have not checked the buyers' names for judgments as under Utah law a purchase money mortgage has priority over any judgment lien against the buyer. Therefore, if the transaction is a purchase, this title commitment should not be relied on for credit underwriting or informational purposes for judgments against the buyer.

NOTE: In the event matters are discovered during the closing process which would otherwise be insured by the covered risks included in the title insurance policy, the Company may limit or delete insurance provided by the affected covered risk. In such event, a supplemental report may be issued prior to closing.

NOTE: The Owner's Policy of title insurance committed for in this commitment, if any, shall contain, in addition to the items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; and (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: The map attached or included herewith, if any, may or may not be a survey of the land referred to herein. The Company expressly disclaims any liability for loss or damage which may result from reliance on said map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy (and endorsements), if any, to which this map is attached.

******ALTA Commitment-Utah - Valid Only If Schedules A and B and Cover Page Are Attached******