



VANGUARD


TITLE INSURANCE AGENCY

Escrow Officer: Gayle Johnson

File No.: 03627-GHJ

6925 Union Park Ctr. #400
Midvale, UT 84047
(801)858-1400

Subject Property Address 3701 West 1800 South Ogden, UT 84401	Buyer/Borrower(s): TBD Phone: Seller(s): Jaymak Ogden, LLC 3701 West 1800 South Ogden, UT 84401 Phone:
Listing Agent Berkshire Hathaway Phone: Fax:	Selling Agent Phone: Fax:
Mortgage Broker Phone: Fax:	Loan Processor Cash Buyer Phone: Fax:

 First American Title™	Title Insurance Commitment
	ISSUED BY VANGUARD TITLE INSURANCE AGENCY, LLC
Commitment	6925 Union Park Ctr. #400 Midvale, UT 84047

FIRST AMERICAN TITLE INSURANCE, a Nevada 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.

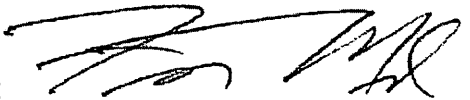
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

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.

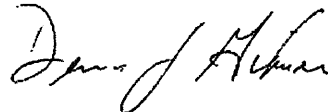
The Company will provide a sample of the policy form upon request.

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.



By: 
Authorized Countersignature
(This Schedule A valid when Schedule B is attached)

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

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.
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 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.ata.org>>.*

 First American Title™	Title Insurance Commitment
	ISSUED BY VANGUARD TITLE INSURANCE AGENCY, LLC
Schedule A	6925 Union Park Ctr. #400 Midvale, UT 84047

File No.: 03627-GHJ

1. Effective Date: **March 21, 2017 at 07:00 AM 2ND Amendment**

2. Policy (or Policies) to be Issued	POLICY AMOUNT
a. ALTA Standard Owner's Policy of Title Insurance Proposed Insured: TBD	\$0.00 Premium: \$0.00

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by
Jaymak Ogden, LLC

4. The land referred to in this Commitment is located in the County of Weber, State of Utah, and is described as follows:
See Exhibit "A" attached hereto and made a part hereof.

The following is shown for information purposes only:
Property Address: 3701 West 1800 South, Ogden, UT 84401

(This Schedule A valid only when Schedule B is attached)

EXHIBIT "A"

A DESCRIPTION, BEING THE ENTIRE PARCEL DEFINED IN THAT CERTAIN WARRANTY DEED RECORDED JUNE 08, 2016, AS ENTRY 2797394 IN THE OFFICE OF THE WEBER COUNTY RECORDER, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THE EASTERLY LINE OF THE DEED CALLS TO THE WESTERLY LINE OF A SLOUGH, PREVIOUS SURVEYS BY MARTIN MOORE DEFINES THE WESTERLY LINE OF THE SLOUGH AS AN EXISTING FENCE. EVIDENCE OF THOSE PREVIOUS SURVEYS WAS FOUND AND ACCEPTED TO HELP ESTABLISH AND DEFINE SAID EASTERLY DEED LINE AND IS DESCRIBED AS FOLLOWS:


THE EAST 1/2 OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH. ALSO THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, LYING AND BEING NORTH AND WEST OF A SLOUGH RUNNING THROUGH SAID LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, SAID POINT BEING 1321.81' SOUTH 89°15'08" EAST ALONG THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 28 AND RUNNING THENCE SOUTH 89°15'08" EAST 1169.46 FEET ALONG SAID SECTION LINE TO THE EXTENDED FENCE LINE DEFINED AS THE WESTERLY BANK OF A SLOUGH BY PREVIOUS SURVEYS; THENCE TO AND ALONG SAID FENCE AND WESTERLY BANK OF SAID SLOUGH THE FOLLOWING SEVEN (7) COURSES AND DISTANCES TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE (1) SOUTH 38°02'07" WEST 414.75 FEET; THENCE (2) SOUTH 37°51'05" WEST 188.07 FEET; THENCE (3) SOUTH 38°06'04" WEST 513.12 FEET; THENCE (4) SOUTH 43°27'51" WEST 42.80 FEET; THENCE (5) SOUTH 39°10'43" WEST 191.74 FEET; THENCE (6) SOUTH 41°15'28" WEST 152.02 FEET; THENCE (7) SOUTH 33°50'24" WEST 170.55 FEET; THENCE ALONG SAID QUARTER-QUARTER SECTION LINE NORTH 89°14'12" WEST 151.42 FEET TO THE WEST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 00°39'55" EAST 1327.93 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: 15-078-0002

(This Schedule A valid only when Schedule B is attached)

Commitment

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 First American Title™	Title Insurance Commitment
	ISSUED BY VANGUARD TITLE INSURANCE AGENCY, LLC
Schedule B Part I Requirements	6925 Union Park Ctr. #400 Midvale, UT 84047

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. 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 \$120.00
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. 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.
- e. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
- f. This Commitment will be subject to 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 of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment if not cleared prior to recordation of the insured interest.
- g. Pay all general and special taxes now due and payable.
- h. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
- i. Notice to applicant: if the applicant desires copies of the documents underlying any exception to coverage shown herein, the company will furnish the same on request, if available, either with or without charge as appears appropriate.
- j. Notice to applicant: the land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
- k. The ALTA Homeowner's policy to be issued hereunder contains deductible amounts and maximum liability amounts relating to Covered Risks 16, 18, 19 and 21, your deductible amount and our maximum dollar limited of liability will be shown in Schedule A of the policy. The Company will provide a sample of the policy form upon request.

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	<small>ISSUED BY</small> VANGUARD TITLE INSURANCE AGENCY, LLC
Schedule B Part II Exceptions	6925 Union Park Ctr. #400 Midvale, UT 84047

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. The Lien of Real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in 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, claims of easement or encumbrances that are 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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
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.

Exception Numbers 1 through 6 will not appear in any Extended Coverage Policy to be issued hereunder.

7. Taxes for the year 2017, a lien not yet due and payable. Taxes for the year 2016 are delinquent in the amount of \$65.55, plus penalties and interest under Tax Serial No. 15-078-0002.
8. Said property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District (731-1668), and Weber County Fire Protection Service Area No. 4, and is subject to the charges and assessments levied thereunder.
9. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded August 14, 2012, as Entry No. 2590491, of Official Records.
10. Resolution No. 27-2012 of the Board of County Commissioners of Weber County, Utah, confirming the tax to be levied for municipal services provided to the unincorporated area of Weber County, recorded December 13, 2012 as Entry No. 2610456 of Official Records
11. Any rights, title, or interest in any minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the land.

12. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
13. Rights of the public and others entitled thereto, to use for street and incidental purposes, that portion of the land lying within the boundaries of 1800 South Street.
14. Right of Way Grant in favor of the American Telephone and Telegraph Company, recorded May 31, 1929 in Book S at Page 147 of Official Records.
15. 16.A Grant of Easement dated November 7, 1972 in favor of The Mountain States Telephone and Telegraph Company to install and construct, operate, replace and maintain communication and other facility(ies) therein, and all necessary fixtures thereto, recorded March 15, 1973 as Entry No. 589253 in Book 1019 at Page 51 of Official Records.
16. Rights of parties in possession of the subject property under unrecorded Leases, Subleases, Rental or Occupancy Agreements and any claims or interest arising thereunder.
17. Any matters that would be disclosed by an accurate survey.
18. NOTE: No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.
19. Proof will be required of the authority of the officers to execute documents relating to the proposed transaction on behalf of *Jaymak Ogden, LLC* before title insurance will be issued.

NOTE: For informational purposes only, a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was conducted to the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

Warranty Deed dated June 8, 2016, and recorded June 8, 2016, as Entry No. 2797394, in Book , at Page , wherein Ray L Bertoldi, trustee, or their successors in trust, under the Alba M Bertoldi Living Trust appears as grantor and Ray L Bertoldi or Liz M Bertoldi, trustees, or their successors in trust, under the Ray L Bertoldi Living Trust appears as grantee.

NOTE: Judgments have been checked against the following:

Ray L Beritoldi and Liz M Beritoldi(prior owner)
 Ray L Bertoldi Living Trust(prior owner)
 Jay Real Estate Development
 Jaymak Ogden, LLC

There were no judgments found, except as shown herein.

Commitment

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First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.