



COMMITMENT FOR TITLE INSURANCE
Issued by
FIRST NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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FNTI Form No.: UCom16 ALTA Commitment for Title Insurance Adopted 8/1/2016 Technical Correction 4/2/2018

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- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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COMMITMENT FOR TITLE INSURANCE
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SCHEDULE A

Transaction Identification Data for reference only:

Issuing Agent: Alpine Legal Title Insurance Agency
Issuing Office: 1055 East 2100 South, 206, Salt Lake City, UT 84106
ALTA® Universal ID: 590479
Loan ID Number:
Commitment Number: 321-0717-4
Issuing Office File Number: 321-0717
Property Address: 6560 North Wolf Creek Drive, Eden, UT 84310
Revision Number: 4

1. Commitment Date: 12/28/2021 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy
Proposed Insured: TBD
Proposed Policy Amount: \$10,000,000.00
Title Premium: \$18,585.00
Endorsements: NONE
 - (b) ALTA Loan Policy
Proposed Insured: TBD
Proposed Policy Amount: \$10,000,000.00
Title Premium: \$11,827.00
Endorsements:

<input checked="" type="checkbox"/> ALTA 8.1-06	Environmental Protection Lien (Residential) - Paragraph b refers to the following state statutes: NONE	\$25.00
<input checked="" type="checkbox"/> ALTA 9-06	Restrictions, Encroachments, Minerals - Loan	\$25.00
<input checked="" type="checkbox"/> ALTA 22-06	(Location) The type of improvement is a one-to-four family residential structure and the street address is as shown above	\$10.00
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in: Flagstaff Holdings and Investments, LLC
5. The Land is described as follows:
See attached Exhibit A.

Countersigned:
Mike Bringhurst
Alpine Legal Title Insurance Agency
1055 East 2100 South, 206
Salt Lake City, UT 84106



FIRST NATIONAL TITLE INSURANCE COMPANY

By: 
J. Christopher Phillips, President/CEO


Raymond Reece, Chief Financial Officer

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AMERICAN
LAND TITLE
ASSOCIATION



By: 
Authorized Countersignature

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COMMITMENT FOR TITLE INSURANCE
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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Duly authorized and executed Deed from Flagstaff Holdings and Investments, LLC, to TBD, to be executed and recorded at closing.
 - b. Duly authorized and executed Deed of Trust from TBD, to TBD, securing its loan in the amount of \$10,000,000.00.
5. Full Reconveyance of Exceptions No. 39
6. Subject to any all matter disclosed on the SCR.
7. Taxes for the year 2021 are delinquent, Exception No. 9.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which 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 record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public records.
2. Any facts, rights, interests, 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, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water.
6. 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.
7. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. 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 the Commitment.
9. General Property Taxes for the year 2022 are accruing as a lien not yet due and payable. Parcel One: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of

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SCHEDULE B, PART II (CONTINUED)

Exceptions

\$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0009. Parcel Two: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0010. Parcel Three: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0011. Parcel Four: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0012. Parcel Five: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0013. Parcel Six: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0014. Parcel Seven: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0015. Parcel Eight: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0016. Parcel Nine: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0017. Parcel Ten: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0018. Parcel Eleven: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0019. Parcel Twelve: Taxes for the year 2020 are paid in the amount of \$373.20. Special Taxes for the year 2020 are paid in the amount of \$1,568.27. Taxes for the year 2021 are delinquent in the amount of \$437.14. Tax Serial Number is 22-093-0020. Parcel Thirteen Taxes for the year 2020 are paid in the amount of \$3,384.42. Special taxes for the year 2020 are paid in the amount of \$85,359.74. Taxes for the year 2021 are delinquent in the amount of \$3,374.59. Tax Serial Number is 22-001-0014.

10. Said property is within the boundaries of Eden and Tax District 90, and is subject to any charges and assessments levied thereunder.
11. The effects, if any, of Easements and Rights of Ways for roads, ditches, canals, telephone and transmission lines, drainage, utilities or other, over, under, or across said property which are of record or which may be ascertained by an inspection or survey and covenants, conditions and restrictions of record.
12. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or

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SCHEDULE B, PART II (CONTINUED)

Exceptions

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, recorded April 27, 1984, as Entry No. 907300, in Book 1445, at Page 412 and as amended and/or supplemented thereafter. (Affects Parcels 1-12)

Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber Recorder's Office as Entry Number 1359971 in Book 1768 at Page 2617 on August 23, 1995 . (Affects Parcels 1-12)

- a. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon 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, recorded September 15, 1981, as Entry No. 843686, in Book 1389, at Page 808 and as amended and/or supplemented thereafter. (Affects Parcel 13)

Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber Recorder's Office as Entry Number 843687 in Book 1389 at Page 813 on September 15, 1981 . (Affects Parcel 13)

Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber Recorder's Office as Entry Number 868461 in Book 1413 at Page 1198 on November 24, 1982 . (Affects Parcel 13)

Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber Recorder's Office as Entry Number 888996 in Book 1431 at Page 629 on August 31, 1983. (Affects Parcel 13)

13. Private Road Plat, recorded November 24, 1982, in Book 24 of Plats, at Page 80, of official records of WEBER, County Recorders Office.
14. Resolution No. 27-2012 confirming the Tax to be levied for Municipal Services provided to the Unincorporated Area of Weber County, more particularly described in document, recorded on December 13, 2012, as Entry No. 2610456.
15. Ordinance 2014-1, more particularly described in document, recorded on January 9, 2014, as Entry No. 2671080.
16. Certificate of Creation from the Northern Utah Environmental Resource Agency ("NUERA"), more particularly described in document, recorded on January 20, 2015, as Entry No. 2718461.
17. Right of Way Easement, in favor of the Mountain States Telephone and Telegraph company, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject property. Said Right of Way Easement recorded September 15, 1983 , as Entry No. 890166 , in Book 1432 , at Page 261 , Weber County

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SCHEDULE B, PART II (CONTINUED)

Exceptions

18. Terms and Conditions of Agreement by and between Powder Mountain, Inc. and Powder Mountain Development Company, recorded April 27, 1984, as Entry No. 907298, in Book 1445, at Page 407, of official records of WEBER, County Recorders Office.
19. Easement in favor of Utah Power and Light Company, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject property. Said Easement recorded October 16, 2004, as Entry No. 921285 in Book 1455, at Page 2071, WEBER County Recorder's Office.
20. Right of Way and Easement Agreement, recorded April 7, 1987, as Entry No. 1005710, in Book 1513, at Page 2185, of official records of WEBER, County Recorders Office.
21. Right of Way Easement, in favor of the Mountain States Telephone and Telegraph company, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject property. Said Right of Way Easement recorded November 23, 1987, as Entry No. 1036526, in Book 1533, at Page 953, WEBER County.
22. Terms and conditions of Resolution No. 27-2012, a Resolution 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 and describing the services to be provided therein, recorded December 13, 2012, as Entry No. 2610456, of the official records of WEBER, County Recorders Office.
23. Terms and Conditions of Ordinance 2014-1, an Ordinance of Weber County vacating any interest that the general public may have obtained to the private road at Powder Mountain Ski Resort, recorded on November 24, 1982 in the Weber County Recorder's Office (Plat Book 24, Pages 80, 81, and 82), recorded January 9, 2014, as Entry No. 2671080, of the official records of WEBER, County Recorders Office.
24. The effect of a Quit Claim Deed by and between Weber State University and Summit Mountain Holding Group, L.L.C., a Utah limited liability company, recorded January 27, 2014, as Entry No. 2672930, of the official records of WEBER, County Recorders Office.

(Affects the Private Road Plat recorded November 24, 1982 in Book 24 at Page 80)
25. Right of Way and Easement Agreement, recorded April 7, 1987, as Entry No. 1005710, in Book 1513, at Page 2185, of official records of WEBER, County Recorders Office.
26. Notice of Interest for Ongoing Assessments by Powder Mountain Water and Sewer Improvement District, recorded October 23, 2018, as Entry No. 2948304, of the official records of WEBER, County Recorders Office.

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SCHEDULE B, PART II (CONTINUED)

Exceptions

27. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948273
28. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948274.
29. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948275.
30. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948276.
31. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948277
32. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948278.
33. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948279.
34. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948280.
35. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948281.
36. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948351.
37. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948352.
38. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948353.
39. Trust Deed with Assignment of Rents Amount: \$2,100,000.00 Dated: June 18, 2021 Trustor: Flagstaff Holdings and Investments, LLC. Trustee: Mahoney Brenner LLP. Beneficiary: BAZ Finance LLC. Recorded: June 29, 2021 Entry No.: 3164691

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COMMITMENT FOR TITLE INSURANCE
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FIRST NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II (CONTINUED)

Exceptions

40. NOTE: This Commitment includes a judgment, lien, and U.S. bankruptcy search on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked and none were found of record except as shown herein: JSP 1 LLC, Flagstaff Holding and Investment, LLC, and PC Luminary LLC.

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EXHIBIT A

Property Description

Parcels 1-12

All of Units 3A, 3B, 3C, and 3D, Building 3; Units 4A, 4B, 4C, and 4D, Building 4; Units 5A, 5B, 5C and 5D, Building 5, Sundown Condominiums at Powder Mountain - Project 1, Phase 1, Weber County, Utah, according to the Record of Survey Map, filed in Book 26 of Plats, Page 5, and in the Declaration of Condominium of said Project recorded April 27, 1984 as Entry No. 907300 in Book 1445, Page 412, record of Weber County, Utah and any supplemental Declaration and Bylaws thereto.

Together with the undivided ownership interest in the Common Area and Facilities which is appurtenant to said Unit as disclosed in the Declaration of Condominium of said Project.

Parcel 13

Part of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point located South 89°52'18" West 1712.62 feet along the section line and South 385.57 feet from the Northeast corner of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian, point of beginning being on the Southerly Right of Way of the existing County Road, thence along said Southerly Right of Way Line the following five courses: South 69°13'30" West 40.60 feet, left along the arc of a 710.00 foot radius curve a distance of 145.29 feet (chord bears South 63°21'45" West 145.04 feet), right along the arc of a 710.00 foot radius curve a distance of 461.77 feet (chord bears South 76°07'56" West 453.68 feet), North 85°14'09" West 50.00 feet, left along the arc of a 132.10 foot radius curve a distance of 150.09 feet (chord bears South 62°12'52" West 142.15 feet), thence running South 41°28'33" East 237.52 feet, thence South 87°49'39" East 537.97 feet, thence North 42°17'29" East 80.92 feet, thence South 77°24'24" East 253 feet, thence North 325.41 feet to the Southerly Right of Way line of a private road, thence along said Southerly Right of Way the following two courses: North 28°57'00" West 58.16 feet, left along the arc of a 150 foot radius curve a distance of 214.22 feet (chord bears North 69°51'45" West 196.47 feet) to the point of beginning.

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COMMITMENT FOR TITLE INSURANCE
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CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

1. JSP I, LLC. to Flagstaff Holdings and Investments, LLC. by warranty deed dated 06/23/2021 and recorded on 06/29/2021 as Instrument Number 3164674 under Parcel No. 22-001-0014 in the Official Records of the Weber County Recording Office.
2. JSP I, LLC. to Flagstaff Holdings and Investments LLC. by warranty deed dated 06/29/2021 and recorded on 06/29/2021 as Instrument Number 3164675 in the Official Records of the Weber County Recording Office.
3. John Petersen to JSP I, LLC. by deed dated 07/29/2019 and recorded on 07/29/2019 as Instrument Number 2993710 in the Official Records of the Weber County Recording Office.
4. Daniel F. Van Woerkom to John Petersen by deed dated 07/22/2009 and recorded on 08/04/2009 as Instrument Number 2427830 in the Official Records of the Weber County Recording Office.

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Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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