SCHEDULE A

Inwest Title Services, Inc. ORDER NUMBER: 204413

DER NUMBER: 204413 COMMITMENT NUMBER: 204413

1. Effective Date: OCTOBER 3, 2013 @ 6:00 PM

2. Policy or Policies to be issued:(a) A.L.T.A. Owner's Policy - (6/17/06)Proposed InsuredTBD	Amour \$	nt of Insurance TBD	Premium Amount 0.00
(b) A.L.T.A. Loan Policy - (6/17/06) Proposed Insured: TBD	\$	TBD	0.00
ENDORSEMENTS		Endorsement Total:\$ Premium Total:\$ Additional Charges:\$	0.00 0.00 0.00
OTHER ENDORSEMENTS: OTHER SERVICES:			

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

FEE SIMPLE

TOTAL: \$

0.00

4. Title to the estate or interest in said land is at the effective date hereof vested in:

SNOW BASIN VIEW, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

5. The land referred to in this commitment is described as follows:

See Attached Exhibit "A"

PROPERTY KNOWN AS: NONE ASSIGNED **TO:** JONES LANG LASALLE AMERICAS INC.

ATTN: PATRICK HEEG

CUSTOMER REFERENCE NO.:

Authorized Counter Signature

ESCROW/CLOSING INQUIRIES SHOULD BE DIRECTED TO **ED DAYTON**, AT 801-399-3544. LOCATED AT 2037 WEST COMMERCE WAY WEST HAVEN UT 84401.

ISSUED BY: FIDELITY NATIONAL TITLE

ORDER NUMBER: 204413

EXHIBIT "A"

PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1286 FEET WEST AND SOUTH 0°10'33" WEST 2640 FEET TO THE CENTER OF A 2 ROD ROADWAY FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE NORTH 89°42'47" WEST 397.01 FEET TO THE CENTER OF A 2 ROD ROAD, THENCE NORTH 4°43'36" EAST 858.04 FEET ALONG SAID CENTERLINE TO THE CENTER OF THE SOUTH BRANCH OF THE SOUTH FORK OF THE OGDEN RIVER, THENCE ALONG SAID RIVER THE FOLLOWING SIX (6) COURSES: NORTH 70°13'36" EAST 263.16 FEET, NORTH 51°06'11" EAST 461.89 FEET, NORTH 51°06'43" EAST 223.34 FEET, NORTH 51°48'57" EAST 282.25 FEET, SOUTH 84°04'09" EAST 247.07 FEET AND NORTH 42°46'28" EAST 56.38 FEET, THENCE SOUTH 0°19'38" EAST 1571.60 FEET ALONG AN EXISTING FENCE AND FENCE LINE EXTENSION TO THE CENTER OF A 2 ROD ROADWAY, THENCE NORTH 89°42'47" WEST 969.54 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

SUBJECT TO RIGHTS OF WAY FOR SAID ROADS ALONG THE SOUTH AND WEST SIDE OF SAID PREMISES.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

Inwest Title Services, Inc.

ORDER NUMBER: 204413 COMMITMENT NUMBER: 204413

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

(Section 1)

- 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 Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 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.

(Section 2)

The following matters will be excepted in Schedule B of the policy to be issued:

1. COUNTY PROPERTY TAXES FOR THE CURRENT YEAR ARE NOW PAYABLE AND DUE NO LATER THAN NOVEMBER

30, 2013.

AMOUNT DUE: \$6,766.57 SERIAL NO.: 21-035-0065

STATUS: DUE

2. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL

ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES

AND/OR ASSESSMENTS LEVIED THEREBY:

DISTRICT(S): WEBER COUNTY GENERAL FUND

DISTRICT(S): WEBER COUNTY G.O. BOND FUND

DISTRICT(S): LIBRARY

DISTRICT(S): WEBER SCHOOL DISTRICT

DISTRICT(S): STATEWIDE SCHOOL BASIC LEVY

DISTRICT(S): MOSQUITO ABATEMENT DISTRICT

DISTRICT(S): WEBER BASIN WATER-GENERAL

DISTRICT(S): WEBER/MORGAN HEALTH

DISTRICT(S): JUDGEMENT LEVY-W.C.

DISTRICT(S): PARAMEDIC FUND

DISTRICT(S): WEBER FIRE DISTRICT

DISTRICT(S): ASSESS & COLLECT / STATE

DISTRICT(S): ASSESS & COLLECT / COUNTY

DISTRICT(S): OGDEN VALLEY GAS IMPROVEMENT DISTRICT

DISTRICT(S): UNINCORP WEBER COUNTY

DISTRICT(S): WEBER SCHOOL JUDGEMENT LEVY

DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICE

DISTRICT(S): WEBER FIRE G.O. BOND-2006

3. ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.

DATED: DECEMBER 23, 2005 RECORDED: MARCH 28, 2006

ENTRY NO: 2169075

THE RIGHT OF WEBER COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID

PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.

(Continued)

CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 204413 COMMITMENT NUMBER: 204413

- 4. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
- 5. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
- 6. PUBLIC UTILITY EASEMENTS INCLUDING BUT NOT LIMITED TO UTILITY LINES, CABLE LINES, STREET LIGHTS, OVERHEAD POWER LINES AND THEIR SUPPORTING STRUCTURES LOCATED OVER AND ACROSS THE PROPERTY, AS DISCLOSED BY A VISUAL INSPECTION OF THE SUBJECT PROPERTY.
- 7. (A) ALL RIGHT, TITLE OR CLAIM OR ANY CHARACTER BY THE UNITED STATES, STATE, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR I AW
 - (B) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
 - (C) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.
- 8. RIGHTS OF WAY FOR EXISTING CANALS AND IRRIGATION DITCHES.
- 9. EASEMENTS, AS EVIDENCED BY MESNE DOCUMENTS OF RECORD, INCLUDING, BUT NOT LIMITED TO A QUIT CLAIM DEED, RECORDED MAY 1, 2007, AS ENTRY NO. 2260406.
- 10. THE RIGHTS OF OTHERS OVER THAT PART WITHIN THE ROADS.
- 11. TERMS, PROVISIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS, AND LIENS PROVIDED IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS", RECORDED: OCTOBER 30, 1992, AS ENTRY NO. 1198865, IN BOOK 1642, AT PAGE 2499, TOGETHER WITH AMENDMENTS THERETO, BUT OMITTING ANY COVENANT CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (a) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (b) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

12. TRUST DEED

DATED: DECEMBER 28, 2006 RECORDED: JANUARY 4, 2007

ENTRY NO: 2233199 AMOUNT: \$1,680,000.00

EXECUTED BY: AUGUSTUS B. FIELD, PATRICK R. HEEG AND TAHNA REGAN FISCHER

TRUSTEE: FOUNDERS TITLE COMPANY BENEFICIARY: WELLS FARGO BANK, N.A.

13. THE STATE OF UTAH FAILED TO DISCLOSE THE EXISTENCE OF SNOW BASIN VIEW, LLC. EVIDENCE OF THE LEGAL STATUS OF SAID ENTITY AND ITS ABILITY TO HOLD, CONVEY AND/OR ENCUMBER TITLE TO REAL PROPERTY MUST BE DELIVERED TO AND APPROVED BY THE COMPANY PRIOR TO THE ISSUANCE OF ANY POLICIES HEREUNDER.

(Continued)

CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 204413 COMMITMENT NUMBER: 204413

NOTE: THE POLICY OF TITLE INSURANCE WILL INCLUDE AN ARBITRATION PROVISION. THE COMPANY OR THE INSURED MAY DEMAND ARBITRATION. ARBITRABLE MATTERS MAY INCLUDE, BUT ARE NOT LIMITED TO, ANY CONTROVERSY OR CLAIM BETWEEN THE COMPANY AND THE INSURED ARISING OUT OF OR RELATING TO THIS POLICY, ANY SERVICE OF THE COMPANY IN CONNECTION WITH ITS ISSUANCE OR THE BREACH OF A POLICY PROVISION OR OTHER OBLIGATION. PLEASE ASK YOUR ESCROW OR TITLE OFFICER FOR A SAMPLE COPY OF THE POLICY TO BE ISSUED IF YOU WISH TO REVIEW THE ARBITRATION PROVISIONS AND ANY OTHER PROVISIONS PERTAINING TO YOUR TITLE INSURANCE COVERAGE.

SCHEDULE C

Inwest Title Services, Inc.

ORDER NUMBER: 204413 COMMITMENT NUMBER: 204413

The following requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded
- 4. 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.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

- 5. PAYMENT OF ALL OUTSTANDING ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES BY REASON OF THE LAND BEING INCLUDED WITHIN THE BOUNDARIES OF ANY SPECIAL TAXING DISTRICT AS PROVIDED BY STATUTE. THE PUBLIC RECORD DISCLOSES INCLUSION OF THE LAND WITHIN SPECIAL TAXING DISTRICTS THAT MAY LEVY SUCH ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES AS SET OUT ON SCHEDULE B, HEREOF.
- 6. PAYMENT OF PROPERTY TAXES SET OUT AS EXCEPTION NO. 1, ON SCHEDULE B, HEREOF.
- 7. SATISFACTION OF ROLLBACK TAX AS SET OUT AS EXCEPTION NO. 3.
- 8. RECONVEYANCE OF TRUST DEED SET OUT AS EXCEPTION NO. 12, OF SCHEDULE B, HEREOF.
- 9. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE THE FOLLOWING WITH RESPECT TO SNOW BASIN VIEW, LLC, A UTAH LIMITED LIABILITY COMPANY:
 - A. A COPY OF IT'S OPERATING AGREEMENT AND ANY AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW
 - B. A CERTIFIED COPY OF IT'S ARTICLES OF ORGANIZATION (LLC-1), ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10), MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.
- WARRANTY DEED EXECUTED BY: SNOW BASIN VIEW, LLC IN FAVOR OF: TBD CONVEYING FEE SIMPLE TITLE.
- 11. NECESSARY DOCUMENTS/INSTRUMENTS AS REQUIRED TO SECURE THE DESIRED INTEREST IN THE LAND.
- 12. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

SNOW BASIN VIEW, LLC AUGUSTUS B. FIELD PATRICK R. HEEG TAHNA REGAN TAHNA REGAN FISCHER THAINE FISCHER ARTHUR A. MORGAN ERWIN DIENER

(Continued)

SCHEDULE C (CONTINUED)

ORDER NO: 204413 COMMITMENT NO: 204413

13. KEYBANK NATIONAL ASSOCIATION, A FINANCIAL INSTITUTION, EXEMPT FROM EXECUTIONS, HAS NOT BEEN CHECKED FOR JUDGMENTS.

14. ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING TITLE TO THE LAND DESCRIBED HEREIN WITHIN 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT, EXCEPT AS FOLLOWS:

NONE

Fidelity National Financial Group of Companies' Privacy Statement July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- * From applications or other forms we receive from you or your authorized representative;
- * From your transactions with, or from the services being performed by, us, our affiliates, or others;
- * From our internet web sites:
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- * From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf: and
- * to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer Fidelity National Financial, Inc. 4050 Calle Real, Suite 220 Santa Barbara. CA 93110



Fidelity National Title Insurance Company A Stock Company

Commitment for Title Insurance

FIDELITY NATIONAL TITLE INSURANCE COMPANY ("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 six months 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 Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory. IN WITNESS WHEREOF, Fidelity National Title Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SEAL S ATTEST Presk



80000

This product proudly produced in the U.S.A. by Inwest Title

Authorized Signature

INWEST TITLE SERVICES, INC 2037 WEST COMMERCE WAY WEST HAVEN, 84401 PH: 801-399-3544

FAX: 801-399-3658

Countersigned:

Valid Only if Schedule A and B are Attached

ALTA COMMITMENT - 2006

The conditions of this commitment require that the premium and charges be paid prior to the issuance of the title policy(s). Therefore, no

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 acquires 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/.