

ESCROW OFFICER

Stacey Miller smiller@ustitleutah.com (801)779-7143

855 West Heritage Park Blvd, #1, Layton, UT 84041, (801)779-7143

www.ustitleutah.com File No. 073741

F. Y. I. Sheet

BORROWER Levanta LLC **LENDER**

MORTGAGE BROKER

PROPERTY

Not Assigned Eden, UT 84310

Plat Map(s) *PLAT*

Vesting Document(s)

Levanta LLC, a Delaware Company VESTING

Exception Documents

Exception Number 8 <u>TAXES</u> Exception Number 25 <u>TD 3307441</u>

Additional Documents Items to be aware of

ALTA COMMITMENT FOR TITLE INSURANCE

Issued by Old Republic 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 EXTRA CONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ALTA Commitment for Title Insurance

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II - Exceptions.

Issued through the Office of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

William Becker, Title Officer
US Title Insurance Agency

William Becker, Title Officer

This Commitment is invalid unless the issuing provisions and Schedules A and B are attached. This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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.
- (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;
 - (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.

This Commitment is invalid unless the issuing provisions and Schedules A and B are attached. This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- (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.
- (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.

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.

This Commitment is invalid unless the issuing provisions and Schedules A and B are attached. This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Agent for **Old Republic National Title Insurance Company** COMMITMENT FOR TITLE INSURANCE **SCHEDULE A**

Effective Date: March 12, 2024 at 8:00 AM Commitment No.: 073741

1. Policy or Policies to be issued:

Amount

Premium

a. ALTA Extended Loan Policy

\$1,000.00

\$170.00

Proposed Insured: A Natural Person or Legal Entity To Be Determined

Endorsements:

2. 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:

Levanta LLC, a Delaware Company VESTING

3. The land referred to in the Commitment, located in Weber County, is described as follows:

See Exhibit A attached hereto and made a part hereof.

Said property is located in Weber County, State of Utah also known as:

Keeker

Not Assigned, Eden, UT 84310

APN: 22-040-0037

William Becker, Title Officer **US Title Insurance Agency**

> 855 West Heritage Park Blvd, #1 ● Layton, UT 84041 Phone: (801)779-7143 • Fax: (801)217-0133

This Commitment is invalid unless the issuing provisions and Schedules A and B are attached. This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Part of the Northeast Quarter of Section 33, part of the Northwest Quarter of Section 34, part of the Southeast Quarter of Section 28, and part of the Southwest Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point on the North line of said Section 33 which is 110.00 feet North 89°22'45" West along said Section line from the Northeast corner of Section 33, running thence North 0°31'13" East 683.90 feet to a centerline of a canal; thence along the center of a canal the following nine (9) courses: (1) South 40°31'00" East 115.30 feet, (2) South 10°57'00" East 79.14 feet, (3) South 25°07'00" West 94.13 feet (4) South 26°32'00" East 142.54 feet, (5) South 53°09'00" East 54.00 feet (6) South 89°31'00" East 80.80 feet, (7) South 46°15'00" East 100.14 feet, (8) South 7°49'00" East 159.24 feet and (9) South 6°04'39" West 164.53 feet; thence South 1°56'52" West 54.28 feet to the North line of Kimbers Subdivision; thence South 81°27'25" West along said North line 212.32 feet to the West line of Section 34 and West line of said Kimbers Subdivision; thence South 0°22'55" West along said West lines 306.41 feet; thence South 79°54'11" West 417.23 feet; thence North 69°49'04" West 493.43 feet; thence North 0°18'20" East 421.32 feet to said North line of Section 33, thence South 89°22'45" East along said North line 765.10 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING: Beginning at the Northmost Corner of Kimbers Subdivision, recorded as Entry No. 1353660 in Book 40 at Page 22 in the Office of the Weber County Recorder, said point lies South 89°35'03" East 208.621 feet along the Section Line and South 169.464 feet from the Northwest Corner of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence along said Kimbers Subdivision the following (2) courses: 1) South 81°27'25" West 212.320 feet; 2) South 00°22'55" West 306.410 feet; thence South 79°54'11" West 128.141 feet; thence North 00°22'55" East 292.378 feet; thence South 89°56'34" West 33.393 feet; thence North 215.793 feet; thence South 89°22'45" East 75.774 feet; thence North 00°31'13" East 325.000 feet; thence South 89°31'00" East 101.354 feet to the centerline of a canal; thence along said canal the following (5) courses: 1) South 53°09'00" East 42.500 feet; 2) South 89°31'00" East 80.800 feet; 3) South 46°15'00" East 100.140 feet; 4) South 07°49'00" East 159.240 feet; 5) South 06°04'39" West 164.530 feet; thence South 01°56'52" West 54.280 feet to the point of beginning.

Situated in Weber County, State of Utah

APN: 22-040-0037

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - PART I (Requirements)

Commitment No.: 073741

The following are the requirements to be complied with:

- 1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- 2. 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, pursuant to State of Utah Insurance Department Rule R590-153-5A.
- Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- 4. An update of the Utah State Construction Registry prior to recording; receipt by the Company of evidence of payment in full and withdrawal of all preliminary notice(s) of lien(s) disclosed thereby.
- 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 records discloses inclusion of the land within special taxing districts that may levy such assessments, special assessment and charges as set out on schedule B, hereof.
 - 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.
- 6. Copies of the Articles of Organization and the Operating Agreement for Levanta LLC must be provided to the Company as soon as possible before closing.
- 7. Trust Deed securing your note executed by Levanta LLC.
- 8. Pay any amounts due under Exception No. 8.
- 9. Release(s) or reconveyance(s) for Exception No.(s) 25.
- 10. TO REMOVE EXCEPTION NUMBERS 2, 3 AND 4, FROM SCHEDULE B HEREOF, THE COMPANY MAY REQUIRE EITHER/OR AN ALTA/ASCM SURVEY OF LAND OR AN INSPECTION OF SAID PROPERTY AT THE OPTION OF THE COMPANY.
- 11. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

This Commitment is invalid unless the issuing provisions and Schedules A and B are attached. This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - PART II (Exceptions)

Commitment No.: 073741

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of 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 records. 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 record.
- 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by 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 heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of Schedule B, Part I Requirements are met.

NOTE: ITEMS 1 THRU 7 WILL BE ELIMINATED FROM THE LENDERS POLICY SHOULD ONE BE ISSUED AND ITEMS 1 THRU 6 WILL BE ELIMINATED FROM THE "EAGLE OWNERS" / "HOMEOWNERS" POLICY SHOULD ONE BE ISSUED AND WILL REMAIN FOR A STANDARD OWNERS POLICY SHOULD ONE BE ISSUED.

* * * * *

Special Exceptions

8. General property taxes for the year 2024 are now a lien, not yet due. Tax ID No. 22-040-0037.

General property taxes for the year 2023 as of the date of this report are **not** paid, and are DELINQUENT in the amount of \$6,585.64, plus penalties and interest. Tax ID No. 22-040-0037.

Exception Number 8 TAXES

 Property is located within the following special improvement districts: DISTRICTS:

> Weber County Schools Eden Cemetery Weber Co. Fire Services Area No. 4

This Commitment is invalid unless the issuing provisions and Schedules A and B are attached. This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B - PART II

(Exceptions - Continued)

Weber Area Dispatch 911 and Emergency Service District Unincorporated Area of Weber County Northern Utah Environmental Resource Agency Ogden Valley Parks Service Area

- 10. 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.
- 11. Any rights, claims, title and/or interest to water rights whether or not shown by the public records.
- 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. Easements and rights of way associated with canal running over and across or adjacent to the subject property.
- 14. The rights of the public to use or pass through the Land for recreation purposes and/or access to the waterway known as the North Fork of the Ogden River and Wolf Creek provided that such public rights have been or may be established by documented or otherwise proven use for a period of time.
- 15. The interest, if any, of the State of Utah, or others claiming by, through or under it, to any portion of the Land lying within the current and/or historic high water mark of the North Fork Ogden River.
- 16. Any adverse claim based upon the assertion that: (a) Some portion of said Land is tide or submerged Land, or has been created by artificial means or has accreted to such portion so created. (b) Some of said Land has been brought within the boundaries thereof by an avulsive movement of North Fork Ogden River or has been formed by accretion to any such portion.
- 17. Melvin R. Clarke 10 foot Irrigation Easement (B), recorded November 10, 1999 as Entry No. 1673395 in Book 2043 at Page 1161 of Official Records.
- 18. Melvin R. Clarke 10 foot Irrigation Easement (A), recorded November 10, 1999 as Entry No. 1673396 in Book 2043 at Page 1165 of Official Records.
- 19. Quit Claim Deed for Right of Way in favor of Clarke Farm LLC, recorded September 24, 2012 as Entry No. 2597151 of Official Records.
- 20. Ordinance Number 2020-14, an Ordinance amending the Weber County zoning map, and the terms and conditions therein, recorded December 15, 2020 as Entry No. 3110219 of official records.
- 21. Development Agreement between Weber County, Utah and Levanta LLC and Las Americas Resources LLC, recorded December 15, 2020 as Entry No. 3110220 of Official Records.
- 22. Any matter that might be disclosed by a survey which complies with the "Minimum Standards for Property Boundary Surveys" for ALTA/NSPS Land Title Survey.
- 23. Notice of Non-Buildable Parcel as filed by Weber County Planning, recorded November 21, 2023 as Entry No. 3306006 of Official Records.
- 24. Rights of parties in possession of the subject property under unrecorded, Leases, Subleases, Rental or Occupancy Agreements and any claims or interest arising thereunder.

This Commitment is invalid unless the issuing provisions and Schedules A and B are attached. This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B - PART II

(Exceptions - Continued)

25. A Deed of Trust by and between Levanta LLC as Trustor in favor of US Title Insurance Agency as Trustee and Daniel L. Fodstad-Bouley and Patricia A. Fodstad-Bouley, Trustees of the Fodstad-Bouley Living Trust Dated January 17, 2019 as Beneficiary, to secure an original indebtedness of \$850,000.00 and any other amounts or obligations secured thereby, dated December 1, 2023 and recorded December 6, 2023 as Entry No. 3307441 of Official Records.

Exception Number 25 TD 3307441

* * * * *

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following:

NONE

NOTE: The names of Levanta LLC

have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Stacey Miller, (801)779-7143 and 855 West Heritage Park Blvd, #1, Layton, UT 84041

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

This Commitment is invalid unless the issuing provisions and Schedules A and B are attached. This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions Go to www.oldrepublictitle.com (Contact Us)

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions Schedule A; Schedule B, Part I - Requirements; and Schedule B. Part II - Exceptions.

Who we are				
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.			

What we do				
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.			
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: *Give us your contact information or show your driver's license * Show your government-issued ID or provide your mortgage Information * Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.			
Why can't I limit all sharing?	Federal law gives you the right to limit only: * Sharing for affiliates' everyday business purposes - information about your creditworthiness * Affiliates from using your information to market to you * Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.			

Definitions			
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.		
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. Old Republic Title does not share with non-affiliates so they can market to you		
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. Old Republic Title doesn't jointly market.		

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions Schedule A; Schedule B, Part I - Requirements; and Schedule B. Part II - Exceptions.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and deliveryservices, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who Ma	y be Delivering This	Notice		
American First Abstract, LLC	American First Title & Trust Company	American First Title & Trust Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy, the Commitment Conditions Schedule A; Schedule B, Part I - Requirements; and Schedule B. Part II - Exceptions.