



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company  
Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111  
Issuing Office's ALTA® Registry ID: 1178462  
Commitment Number: 14253-6336402  
Issuing Office File Number: 14253-6336402  
Property Address: Parcel 1: 601 South 3600 West, Ogden, UT 84404  
Parcel 2: 680 South 3600 West, Ogden, UT 84404  
Revision Number: 1

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Sandy Espinoza at (801)825-1313 located at 1795 E Legend Hills Drive, Ste 100, Clearfield, UT 84015.**

**SCHEDULE A**

1. Commitment Date: December 19, 2024 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: Lync Holdings  
Proposed Amount of Insurance: \$1,000.00 Premium: \$220.00  
The estate or interest to be insured: See Item 3 below
  - b. ALTA® Extended Loan Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$1,000.00 Premium: \$200.00  
The estate or interest to be insured: See Item 3 below
  - c. Endorsements: NONE Premium: \$
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple

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4. The Title is, at the Commitment Date, vested in:

Leroy W. Herrick and Ada Charline Herrick, and their Successor Trustees, as Trustees for The Herrick Family Trust as to Parcel 1

and

Ross Herrick and LaRee Herrick as Trustees, or their successor(s) in trust, of the Ross and LaRee Herrick Family Trust dated February 8, 2019 as to Parcel 2

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No.: 14253-6336402

### 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.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
8. The Restrictions on Foreign Acquisitions of Land Act, codified in Utah Code as §63L-13-101, §63L-13-201, and §63L-13-202, effective May 3, 2023, prohibits acquisition of an interest in real property by certain foreign parties. Any loss or damage incurred resulting from a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity is a party to this transaction, the Company must be notified in writing. The Company does not intend to knowingly close or insure a transaction that violates the referenced state law.

9. Furnish Plat of Survey of the subject property of recent date by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If

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zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

10. Provide Insurer with a copy of the Declaration of Trust/Trust Agreement for The Herrick Family Trust together with all amendments thereto.

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### **SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property, or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land and that are not shown in 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, unless such lien is shown by the Public Records at Date of Policy.
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 the Schedule B, Part I—Requirements are met.

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**Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies**

(The following exception affects Parcel 1)

8. Taxes for the year 2025 now a lien, not yet due. General property taxes for the year 2024 were paid in the amount of \$1,638.92. Tax Parcel No. 15-045-0004.
9. Any charge upon the land by reason of its inclusion in Taylor/West Weber Culinary Water.

(The following exception affects Parcel 1)

10. The effect 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 December 21, 2000 as Entry No. 1743324 in Book 2107 at Page 542 of Official Records.

(The following exception affects Parcel 1)

11. The terms, provisions and easement(s) contained in that certain Perpetual Easement recorded February 09, 2001 as Entry No. 1751010 in Book 2115 at Page 1720 of Official Records.

(The following exception affects Parcel 1)

12. The terms, provisions and easement(s) contained in that certain Perpetual Easement recorded February 09, 2001 as Entry No. 1751012 in Book 2115 at Page 1728 of Official Records.

(The following exception affects Parcel 1)

13. The terms, provisions and easement(s) contained in that certain Perpetual Easement recorded February 09, 2001 as Entry No. 1751015 in Book 2115 at Page 1745 of Official Records.

(The following exception affects Parcel 1)

14. The terms, provisions and easement(s) contained in that certain Temporary Easement recorded February 13, 2001 as Entry No. 1751568 in Book 2116 at Page 375 of Official Records.

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(The following exception affects Parcel 1)

15. The terms, provisions and easement(s) contained in that certain Perpetual Easement recorded March 13, 2001 as Entry No. 1757395 in Book 2122 at Page 2412 of Official Records.

(The following exception affects Parcel 1)

16. The terms, provisions and easement(s) contained in that certain Perpetual Easement recorded April 02, 2001 as Entry No. 1761411 in Book 2127 at Page 2665 of Official Records.

(The following exception affects Parcel 1)

17. The terms, provisions and easement(s) contained in that certain Perpetual Easement recorded April 18, 2001 as Entry No. 1764840 in Book 2131 at Page 2453 of Official Records.

(The following exception affects Parcel 1)

18. The fact that the legal description of Land described herein does not affect a mathematical closure.

(The following exception affects Parcel 1)

19. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
20. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

The State Construction Registry discloses the following Preliminary Notice(s): NONE

21. Our search of the Public Records finds no outstanding Mortgages affecting the Land.
22. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

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23. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
24. Water rights, claims or title to water, whether or not shown by the Public Records.

(The following exception affects Parcel 2)

25. Taxes for the year 2025 now a lien, not yet due. General property taxes for the year 2024 were paid in the amount of \$2,495.74. Tax Parcel No. 15-045-0025.

(The following exception affects Parcel 2)

26. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation.

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The name(s) Lync Holdings, The Herrick Family Trust, Leroy W. Herrick, Ada Charline Herrick, Ross Herrick and LaRee Herrick as Trustee, the Ross and LaRee Herrick Family Trust, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Title inquiries should be directed to Bonnie Mecham @ (801)728-7133.

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## EXHIBIT A

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

### Parcel 1:

Part of Lot 14, Section 16, Township 6 North, Range 2 West, Salt Lake Meridian, local survey: beginning South 4° 27' 00" East 150 feet from the Northeast corner of said lot and running thence South 88°15'00" West 194.6 feet, thence South 29.2 feet, thence West 40 feet, thence North 6 feet, thence South 88°33'00" West 1139.4 feet, thence South 2°15'00" East 347.3 feet, thence North 88°35'00" East 347.5 feet, thence North 88°48'00" East 692.7 feet, thence North 8°40'00" East 150 feet, thence North 88°48'00" East 323.4 feet, thence North 8°40'00" East 15.4 feet, thence North 4°27'00" West 212.6 feet to the Place of Beginning.

### Parcel 2:

Part of Lot 14, Section 16, Township 6 North, Range 2 West, Salt Lake Meridian, local survey: beginning at the Southeast corner of said lot, running thence North 8°40'00" East 150 feet, thence South 88°48'00" West 323.4 feet, thence South 8°40'00" West 150 feet to the South line of said Lot 14, thence North 88°48'00" East 323.4 feet to the Place of Beginning.

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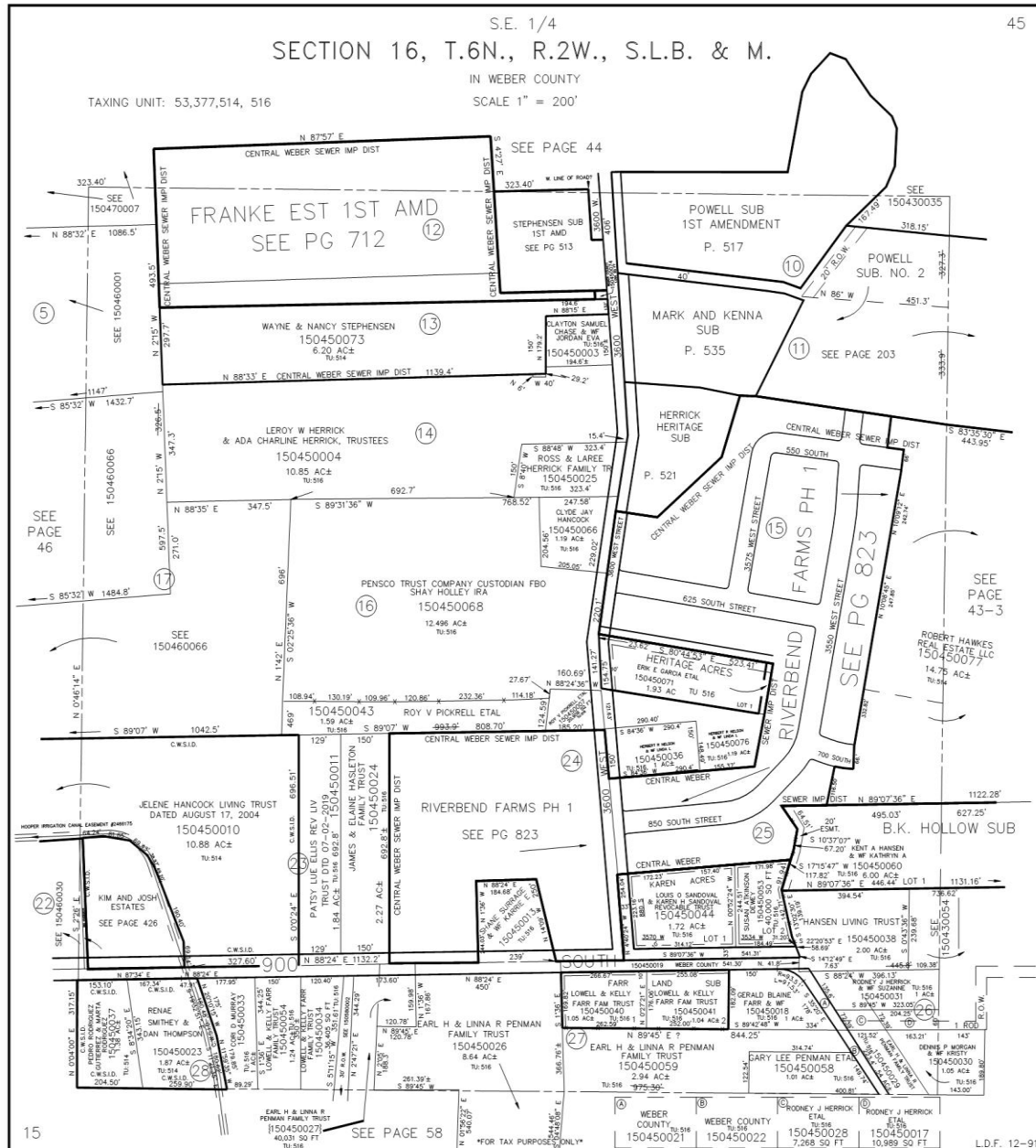
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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**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 EXTRACONTRACTUAL 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.

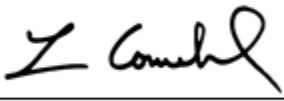
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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;

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- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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