

**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**



512 E. 4500 S., Ste. 150, Salt Lake City, Utah 84107  
 PH 801-327-0222 • FAX 801-327-0221  
 www.gtttitle.net

FIRST AMERICAN TITLE INSURANCE COMPANY (the "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 covered hereby 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.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in in Schedule A.



*First American Title Insurance Company*

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark A. Anderson* SECRETARY

BY *[Signature]* COUNTERSIGNED

## 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 or encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named Proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the Proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the Proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts 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 receive a copy of the arbitration rules at <http://www.alta.org/>.

**SCHEDULE A**

File Number SL17207PMI

1. Effective Date: **June 12, 2015**, 7:59 AM

2. Policy or policies to be issued:	Amount	Premium
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(A) ALTA Standard Owners Policy (6/17/06)  
Proposed Insured:

**FOR INFORMATIONAL PURPOSES ONLY**

(B) ALTA Loan Policy (6/17/06) Proposed Insured:	<b>\$TBD</b>	<b>\$TBD</b>
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**FOR INFORMATIONAL PURPOSES ONLY**

Additional Charges (if any)	(Endorsements)	<b>\$TBD</b>
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TOTAL	<b>\$TBD</b>
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3. 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:

**SMHG PHASE 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY**

4. The land referred to in this commitment is located in **WEBER** County, State of Utah and is described as follows:

**Proposed Summit Eden Phase 1F**  
**See Attached Exhibit "A"**

**(For Reference Purposes Only Tax ID No.:23-012-0133 & 23-012-0134 )**



American Land Title Association Commitment-Utah

**ORDER NUMBER: SL17207PMI**

**EXHIBIT "A"**

PROPOSED SUMMIT EDEN PHASE 1F:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUMMIT PASS, A 66 FOOT WIDE PUBLIC ROAD, SAID POINT BEING WEST 2,808.54 FEET AND SOUTH 1,545.89 FEET FROM THE EAST QUARTER CORNER OF SECTION 6, T.7N., R.2E., S.L.B. & M. (BASIS-OF-BEARING BEING N 89°55'51" W ALONG THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 1, T.7N., R.1E., S.L.B. & M. AND THE SET WEBER COUNTY MONUMENT ON THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE AND THE SECTION LINE) AND RUNNING THENCE SOUTHWESTERLY 45.92 FEET ALONG THE ARC OF A 206.26 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°45'25" HAVING A LONG-CHORD OF S 00°26'40" W 45.83 FEET ALONG SAID WESTERLY RIGHT-OF-WAY OF SUMMIT PASS TO A POINT OF REVERSE CURVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HORIZON RUN A 50 FOOT WIDE PRIVATE ROAD; THENCE SOUTHWESTERLY 21.56 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 61°46'12" HAVING A LONG-CHORD OF S 24°57'03" W 20.53 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG HORIZON RUN 249.16 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 114°12'17" HAVING A LONG-CHORD OF S 01°15'59" E 209.91 FEET TO THE NORTHWEST CORNER OF LOT 5R, SUMMIT EDEN PHASE 1A SUBDIVISION, ENTRY NO. 2672943, BOOK 75, PAGES 28-31, AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE S 38°29'38" W 196.43 FEET; THENCE S 22°15'59" W 389.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5R; THENCE SOUTH 67°44'01" E 979.66 FEET TO A POINT ON THE WESTERLY LINE OF LOT 12R OF SAID PHASE 1A SUBDIVISION; THENCE S 35°08'55" W 141.54 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12R; THENCE S 64°20'50" E 462.07 FEET; THENCE N 63°15'02" W 159.82 FEET; THENCE N 65°07'02" W 1,649.24 FEET; THENCE N 37°49'34" W 649.04 FEET; THENCE N 40°27'50" E 792.62 FEET; THENCE S 71°00'44" E 524.76 FEET; THENCE S 65°29'59" E 363.54 FEET; THENCE S 81°24'28" E 567.42 FEET TO THE POINT OF BEGINNING.

**(For Reference Purposes Only Tax ID No.: part of 23-012-0133 & 23-012-0134 )**

**SCHEDULE B-Section 1**  
**Requirements**

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Item (c) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (d) 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 \$200.00.

Item (e) 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.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) In transactions where construction is contemplated or the status of construction is unknown, the Company requires the owner and any previous owners within the last 6 months to sign a statement that no recent construction has taken place. A physical inspection may also be required. If recent construction has taken place, additional requirements may be added.

**SCHEDULE B-Section 2**  
**Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of 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 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. 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.
6. 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 this Commitment.
7. (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.
8. Taxes for the present year and thereafter; and Rollback Tax assessments. Rollback Taxes have been PAID for 2014 and prior years. Taxes for the year 2013 were **PAID** in the amount of **\$29.11 for prior** Tax ID No.'s **23-012-0054**
9. Said property is within the boundaries of, **WEBER COUNTY, UTAH** and is therein located within **Tax District 490, 491, Weber Basin Water Conservancy District, Weber County Mosquito Abatement District, Eden Cemetery Maintenance District, Weber Fire District, Weber Area Dispatch 911 and Emergency Services District, Weber Fire District, Powder Mountain Water and Sewer Improvement District, Wolf Creek Sewer Improvement District, Northern Utah Environmental Resource Agency**, and is subject to any charges and assessments levied thereunder.
10. All terms, conditions, notes, and effects of, and matters shown on: those certain ALTA surveys known as Eden Heights, LLC Survey, and the Powder Mountain Reserve Survey prepared by Baseline Surveying Inc, by Russell E. Campbell, reg. no. 316833, dated March 2, 2010, and on file with the Weber County Surveyor as entry no. 004425.
11. Any water rights, claims or title to water in or under the Land.
12. All right, title or interest to any minerals of whatsoever kind, oil, gas, subsurface substances or surface substances together with all privileges and immunities relating thereto, whether or not appearing in the Public Records. Including, but not limited to those certain agreements recorded as entry numbers 819273 and 819274 in the official records of the Weber County Recorder. The Company makes no representation as to the present ownership of any such interests.

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**SCHEDULE B-Section 2**  
**Exceptions (Continued)**

13. All right, title or interest to any minerals of whatsoever kind, oil, gas, subsurface substances or surface substances together with all privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B-2. Including, but not limited to the following recorded interests:
  - Those certain oil and gas lease agreements recorded September 10, 1980, as entry numbers 819273 and 819274, Weber County.
  - The reservations in the Bargain and Sale Deed recorded January 3, 1953, as entry number 199464 in book 407, page 335 Weber County.
  - The reservations in the Warranty Deed recorded June 9, 1980, as entry number 812556, Weber County.
14. The terms and conditions of that certain contract between Weber Basin Water Conservancy District and Powder Mountain Inc., for the sale and use of untreated water, recorded as Entry No. 775338 in Book 1300 at Page 289 of Official Records.
15. The effects of that certain Right of Way and Easement Agreement in favor of All Year Paradise Inc. recorded April 7, 1987 as Entry No. 1005710 in the official records of the Weber County Recorder's Office.
16. The effects of that certain Easement in favor of Powder Mountain Group Holdings, LLC recorded March 28, 2005 as Entry No. 2093350 in Weber County records.
17. The effects of that certain Contract by and between Weber Basin Water Conservancy District and Western America Holding, LLC for the sale and use of untreated water recorded April 6, 2007 as Entry No. 2171767 in Weber County Records.
  - An Amendment to the Contract between Weber Basin Water Conservancy District and Western America Holding, LLC was recorded June 17, 2011 as Entry No. 2531006 in Weber County.
  - An Assignment of Contract was recorded October 23, 2013 as Entry No. 2661030 in Weber county by and between Western America Holding, LLC and Summit Mountain Holding Group, LLC.
18. The effects of that certain Grant of Right-of-Way and Utility in favor of Eden Heights II, LLC recorded October 10, 2006 as Entry No. 2214041 in the official records of the Weber County Recorder's Office.
19. The effects of that certain Ordinance No. 2012-18 rezoning property located at Powder Mountain resort, recorded November 12, 2012 as Entry No. 2607987.
20. The terms, conditions and effects of that certain Weber County Zoning Development Agreement by and between Western America Holding, LLC and Weber County, recorded November 12, 2012 as Entry No. 2607988.
21. The effects of that certain Resolution No. 27-2012 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.
22. The effects of that certain Easement Agreement given by Summit Mountain Holding Group, L.L.C., Summit Eden Resort LLC, and SMHG Investments LLC, recorded in Weber County April 26, 2013, as Entry No. 2631963.
23. The terms and conditions of that certain Memorandum of Lease by and between Summit Mountain Holding Group and New Cingular Wireless PCS, LLC, recorded June 27, 2014 as Entry No. 2692306.

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**SCHEDULE B-Section 2**  
**Exceptions (Continued)**

24. The terms, conditions and effects of that certain Easement Agreement for Access to Facilities by and between Summit Mountain Holding Group, LLC and Powder Mountain Water and Sewer Improvement District, recorded January 27, 2014 as Entry No. 2672965.
25. The terms, conditions and effects of that certain Easement Agreement by and between Summit Mountain Holding Group, LLC and Weber State University, recorded January 27, 2014 as Entry No. 2672958.
26. The terms, conditions and effects of that certain Easement Agreement for Water and Sewer Service by and between Summit Mountain Holding Group, LLC and Powder Mountain Water and Sewer Improvement District, recorded January 27, 2014 as Entry No. 2672957.
27. The terms, conditions and effects of that certain Easement Agreement for Ski Access by and between Weber State University and Summit Mountain Holding Group, LLC, recorded January 27, 2014 as Entry No. 2672940.
28. The terms, conditions and effects of that certain Easement Agreement for Ski Lift by and between Weber County Corporation and Summit Mountain Holding Group, LLC, recorded January 27, 2014 as Entry No. 2672939.
29. The terms, conditions and effects of that certain Easement Agreement for Ski Bridge by and between Weber County Corporation and Summit Mountain Holding Group, LLC, recorded January 27, 2014 as Entry No. 2672936.
30. The effects of that certain Nonexclusive Access Easement for Roadway Access and Utilities given by Weber State University to Summit Mountain Holding Group, L.L.C., recorded July 22, 2013, in Weber County as Entry No. 2646631.
31. The effects of the following Notices, Resolutions, and Ordinances establishing the Weber County, Utah Summit Mountain Assessment Area and levying assessments thereon for the purpose of financing development improvements: Entry No. 2649359 recorded August 7, 2013; Entry No. 2650764 recorded August 15, 2013; Entry Nos. 2655411, 2655504, 2655522 recorded September 13, 2013; Entry No. 2661052 recorded October 23, 2013; Entry No. 2691724 recorded June 14, 2014.
32. The effects of that certain Weber County Ordinance 2013-28 recorded October 13, 2013 as Entry No. 2661052; and Notice of Adoption of Community Development Project Area Plan recorded October 25, 2013 as Entry No. 2661594.
33. The terms, conditions and effects of that certain Easement Agreement for Information Booth by and between Weber County Corporation and Summit Mountain Holding Group, LLC, recorded January 27, 2014 as Entry No. 2672935.
34. Subject to any **Rollback Tax Assessment** which may be levied pursuant to the 1969 Farmland Assessment Act as evidenced by that certain Application for Assessment and Taxation of Agricultural Land recorded May 21, 2014 as Entry No. 2687234.
35. The effects of that certain Interlocal Agreement between Cache and Weber Counties regarding land use, recorded May 28, 2013, in Weber County as Entry No. 2637681.
36. The effects, terms and conditions of the covenants, conditions and restrictions recorded January 27, 2014 and November 25, 2014 as Entry No.'s 2672941 and 2712001 respectively; and any supplements or amendments thereto as may have been recorded from time to time, and any charges created thereunder, including, without limitation, any charges, dues or assessments levied by any home owners association or similar organization, but omitting any covenants or restrictions, if any, based upon race, 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.

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**SCHEDULE B-Section 2**  
**Exceptions (Continued)**

37. The terms, conditions and effects of that certain Weber County Zoning Development Agreement recorded January 14, 2015 as Entry No. 2717835.

38. Subject to any **Rollback Tax Assessment** which may be levied pursuant to the 1969 Farmland Assessment Act as evidenced by that certain Application for Assessment and Taxation of Agricultural Land recorded May 5, 2015 as Entry No. 2734100.

**39. Deed of Trust**, described as follows:

Entry No.: 2691512  
Recorded: June 20, 2014  
Dated: June 20, 2014  
Amount: \$8,000,000.00  
Borrower: SMHG LANDCO LLC  
Lender: CALMWATER CAPITAL 3, LLC  
Beneficiary: CALMWATER CAPITAL 3, LLC  
Trustee: FIRST AMERICAN TITLE INSURANCE AGENCY

**40. Deed of Trust**, described as follows:

Entry No.: 2691517  
Recorded: June 20, 2014  
Dated: June 20, 2014  
Amount: \$8,000,000.00  
Borrower: SMHG PHASE I LLC  
Lender: CALMWATER CAPITAL 3, LLC  
Beneficiary: CALMWATER CAPITAL 3, LLC  
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY

NOTE ON JUDGMENTS: All relevant parties' names have been checked for judgments. Except as otherwise stated herein, no unsatisfied judgments appear of record that would affect the priority of the insured lien or interest. If this is a purchase transaction, we have not checked the buyers' names for judgments as under Utah law a purchase money mortgage has priority over any judgment lien against the buyer. Therefore, if the transaction is a purchase, this title commitment should not be relied on for credit underwriting or informational purposes for judgments against the buyer.

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**SCHEDULE B-Section 2**  
**Exceptions (Continued)**

NOTE: In the event matters are discovered during the closing process which would otherwise be insured by the covered risks included in the policy, the company may limit or delete insurance provided by the affected covered risk. In such event, a supplemental report may be issued prior to closing.

NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the 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.

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTION(S) 1-7 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.



American Land Title Association Commitment-Utah  
Form No. CU-B2