

ISSUED BY

INTEGRATED TITLE INSURANCE SERVICES, LLC

Commitment

1092 East South Union Avenue Midvale, UT 84047 Phone (801)307-0160 • Fax (801)307-0170

Commitment No.: 87662 1st Amend

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("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 180 days 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 policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ITS

By: Authorized Countersignature

First American Title Insurance Company

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

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 acquired 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/.



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Schedule A

1092 East South Union Avenue Midvale, UT 84047

Phone (801)307-0160 • Fax (801)307-0170

Commitment No.: 87662 1st Amend

1. Commitment Date: August 20, 2020 at 08:00 AM

2. Policy (or Policies) to be issued:

(a) CITY REPORT \$400.00

The estate or interest in the Land described or referred to in this Commitment herein is Fee Simple and title thereto is at the effective date hereof vested in:

MOORE HOMES, L.C., a Utah limited liability company, as to an undivided 70% interest and CELEBRITY CONSTRUCTION, INC., a Utah corporation, as to an undivided 30% interest

4. The Land referred to in this commitment is situated in the County of Weber, State of Utah, and is identified as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

The property covered by this report is known by the street address of: 6224 South 2225 East Ogden, UT 84404

FIRST AMERICAN TITLE INSURANCE COMPANY

Integrated Title Insurance Services, LLC, a Utah Limited Liability Company - Authorized

Agency

First American Title Insurance Company

Commitment No.: 87662 1st Amend

EXHIBIT "A" PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Lot 1, HIGHLANDS BLUFF ESTATES SUBDIVISION - PHASE 1, according to the official plat thereof, as recorded in the office of the Weber County Recorder.

Parcel Identification No. 07-335-0001.



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Schedule B Part I Requirements

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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.

NOTICE TO APPLICANT: The Land covered herein may be serviced by cities, improvement districts, or utility companies that provide municipal type service for water, sewer, electricity, or other services that do not result in a lien, but for which service may be terminated in the event of non-payment of service charges to date or transfer fees. Although the Company assumes no liability therefore, you are urged to make investigation into such matters.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: This Commitment is subject to such further matters that may appear of record at the time we are asked to record any documentation necessary to consummate the contemplated transaction hereunder.

NOTE: The policy to be issued may contain an arbitration clause. When 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: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULE OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE UPON 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 FEE IF ALLOWED BY STATE LAW AND BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

NOTE:	Liability	/ under	this r	eport i	is lim	ited to	\$400.00.

This commitment hereby supersedes Commitment No. 87662, which is hereby canceled.



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Schedule B Part II Exceptions

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

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

- 1. The Lien of Real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
- 2. Any Facts, Rights, Interests or Claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
- 3. Easements claims of easements or encumbrances that are not shown in 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. Claim, Right, Title or Interest to water or water rights whether or not shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 7. Unpatented mining claims, reservations or exceptions in patents or in act authorizing the issuance thereof; Indian treaty or aboriginal rights including but not limited to, easements or equitable servitude.
- 8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity or garbage.
- 9. 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.

(Note: Exceptions 1-9 will be omitted on an Extended Coverage Lender's Policy and Exceptions 1-4 and 6-9 will be deleted on any Eagle Owner's or Homeowner's Policy contemplated by this commitment.)

SCHEDULE B - PART II EXCEPTIONS

(Continued)

- 10. Taxes for the year 2020, are now a lien, not yet due and payable. Taxes for the year 2019 were paid in the amount of \$825.00. Tax Serial No. 07-335-0001.
- 11. Said property is included within the boundaries of Uintah Highlands Water & Sewer, and is subject to the charges and assessments thereof.
- 12. Said property is included within the boundaries of Central Weber Sewer, and is subject to the charges and assessments thereof.
- 13. Easements, including those for installation and maintenance of utilities and drainage facilities, are reserved as shown on the recorded plat of said Subdivision.

NOTES and RESTRICTIONS as recited on the recorded plat.

- 14. Covenant to run with the land for Weber County Municipal Services recorded January 07, 1988 as Entry No. 1035219 in Book 1532 at Page 1481 of Official Records.
- 15. PROTECTIVE COVENANTS, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 (c):

Recorded: March 7, 1988 Entry No: 1039790 Book/Page: 1535/937

AMENDMENT TO SAID COVENANTS:

Recorded: January 13, 2020

Entry No: 3028020

Any and all amendments and/or supplements thereto.

16. Resolution No. 27-201 to confirm the tax to be levied for municipal services provided to unincorporated areas of Weber County, recorded December 13, 2012, as Entry No. 2610456, of Official Records.

17. TRUST DEED

Trustor: MOORE HOMES, L.C., a Utah limited liability company and CELEBRITY CONSTRUCTION, INC., a Utah

corporation

Trustee: INTEGRATED TITLE INSURANCE SERVICES, LLC

Beneficiary: KEN W. RINDLESBACH Amount: \$1,000,000.00, plus interest

Dated: March 9, 2020

Recorded: March 13, 2020, as Entry No. 3041040

18. SECOND TRUST DEED

Trustor: MOORE HOMES, L.C., a Utah limited liability company and CELEBRITY CONSTRUCTION, INC., a Utah

corporation

Trustee: INTEGRATED TITLE INSURANCE SERVICES, LLC

Beneficiary: RANDALL J. MOORE Amount: \$150,000.00, plus interest

Dated: March 9, 2020

Recorded: March 13, 2020, as Entry No. 3041041



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.