ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE Issued by



STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

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

STEWART TITLE

GUARANTY COMPANY

Countersigned by:

INWEST TITLE SERVICES

Authorized Signature

INWEST TITLE SERVICES, INC. 471 W. HERITAGE PARK BLVD. #6

LAYTON, UT 84041 PH: 801-773-9806 FAX: 801-773-7207

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

CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston Texas 77252.

SCHEDULE A

Inwest Title Services, Inc. ORDER NUMBER: 203787

COMMITMENT NUMBER: 203787

1. Effective Date: SEPTEMBER 16, 2013 @ 6:00 PM

2. Policy or Policies to be issued:
(a) A.L.T.A. Owner's Policy - (6/17/06)

Proposed Insured

Amount of Insurance

\$
0.00

0.00

(b) A.L.T.A. Loan Policy - (6/17/06) \$ 0.00 Proposed Insured:

ENDORSEMENTS Endorsement Total:\$ 0.00
Premium Total:\$ 0.00
Additional Charges:\$ 200.00

OTHER ENDORSEMENTS: OTHER SERVICES:

PR ONLY

TOTAL: \$

200.00

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

FEE SIMPLE

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

PARK CITY PREMIER PROPERTIES. LLC

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

See Attached Exhibit "A"

PROPERTY KNOWN AS: 9096 EAST 1300 SOUTH HUNTSVILLE UT 84317

Cos/2

TO: UTAH LOWE PROPERTY HOLDING, LLC

ATTN: MATT LOWE

CUSTOMER REFERENCE NO.:

Authorized Counter Signature

ESCROW/CLOSING INQUIRIES SHOULD BE DIRECTED TO TYLER E. JOHNSON, AT 801-773-9806. LOCATED AT 471 W. HERITAGE PARK BLVD. #6 LAYTON UT 84041.

ISSUED BY: STEWART TITLE GUARANTY

ORDER NUMBER: 203787

EXHIBIT "A"

PART OF THE NORTH HALF OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1286 FEET WEST; SOUTH (SOUTH 0°10'33" WEST) 2640 FEET TO THE CENTER OF A 2 ROD ROADWAY AND SOUTH 89°42'47" EAST 969.54 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, RUNNING THENCE NORTH 0°19'38" WEST 1571.60 FEET; THENCE NORTH 42°46'28" EAST 551.68 FEET, THENCE NORTH 26°40'07" EAST 285.92 FEET, THENCE NORTH 70°10'34" EAST 261.83 FEET, THENCE SOUTH 47°30' EAST 145.00 FEET, THENCE SOUTH 78°00' EAST 85 FEET, THENCE NORTH 68°36'32" EAST 93.40 FEET, THENCE SOUTH 0°10'33" WEST 1580 FEET, MORE OR LESS, THENCE NORTH 89°42'47" WEST 360.00 FEET, THENCE SOUTH 0°01'33" WEST 665.5 FEET, THENCE NORTH 89°42'47" WEST 650.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING ROADS.

SITUATE IN WEBER COUNTY, STATE OF UTAH

SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 203787

COMMITMENT NUMBER: 203787

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

(Section 1)

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records,
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

(Section 2)

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

1. COUNTY PROPERTY TAXES FOR THE CURRENT YEAR ARE NOW PAYABLE AND DUE NO LATER THAN NOVEMBER 30. 2013.

AMOUNT DUE:

\$7,243,72

SERIAL NO.:

21-035-0079

STATUS:

DUE

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

30, 2013.

YEAR:

2013

AMOUNT DUE: SERIAL NO.:

\$195.95

21-035-0080

STATUS:

DUE

TAX SALE(S) TO WEBER COUNTY FOR UNPAID PRIOR ASSESSMENTS ARE NOTED BELOW.

YFAR:

2012

YFAR.

2011

AMOUNT DUE:

\$223.56

AMOUNT DUE:

\$216.81

STATUS:

DELINQUENT

STATUS:

DELINQUENT

YEAR:

2010

YEAR:

2009

AMOUNT DUE: STATUS:

\$6,453,27 DELINQUENT AMOUNT DUE: STATUS:

\$170.07 DELINQUENT

TOGETHER WITH PENALTIES AND INTEREST THEREON.

(Continued)

CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 203787

COMMITMENT NUMBER: 203787

3. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES

AND/OR ASSESSMENTS LEVIED THEREBY:

DISTRICT(S): WEBER COUNTY GENERAL FUND

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

DISTRICT(S): LIBRARY

DISTRICT(S): WEBER SCHOOL DISTRICT

DISTRICT(S): STATEWIDE SCHOOL BASIC LEVY DISTRICT(S): MOSQUITO ABATEMENT DISTRICT DISTRICT(S): WEBER BASIN WATER-GENERAL

DISTRICT(S): WEBER/MORGAN HEALTH

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

DISTRICT(S): PARAMEDIC FUND

DISTRICT(S): WEBER FIRE DISTRICT

DISTRICT(S): ASSESS & COLLECT / STATE

DISTRICT(S): ASSESS & COLLECT / COUNTY

DISTRICT(S): OGDEN VALLEY GAS IMPROVEMENT DISTRICT

DISTRICT(S): UNINCORP WEBER COUNTY

DISTRICT(S): WEBER SCHOOL JUDGEMENT LEVY

DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICE

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

4. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.

5. ORDINANCE

RECORDED:

DECEMBER 22, 1981

ENTRY NO.: BOOK/PAGE: 849262

PURPOSE:

1394/1772
CREATING AND ESTABLISHING WEBER COUNTY FIRE PROTECTION SERVICE AREA NO. 4.

TOGETHER WITH ANY CHARGES AND ASSESSMENTS LEVIED THEREBY.

6. RESOLUTION NO. 23-2005

RECORDED:

JANUARY 24, 2006

ENTRY NO.:

2156401

PURPOSE:

TO CREATE A SPECIAL SERVICE DISTRICT KNOWN AS THE "WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT", TOGETHER WITH ANY CHARGES AND ASSESSMENTS LEVIED

THEREBY.

7. RESOLUTION 27-2012

RECORDED:

DECEMBER 13, 2012

ENTRY NO .:

2610456

PURPOSE:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY. TOGETHER WITH ANY ASSESSMENTS OR

CHARGES LEVIED THEREBY.

(Continued)

CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 203787

COMMITMENT NUMBER: 203787

8. RESERVATION IN PATENT

BOOK/PAGE:

27/502

RESERVING TO UNITED STATES OF AMERICA ANY VESTED AND ACCRUED WATER RIGHTS FOR

MINING, AGRICULTURAL, MANUFACTURING, ETC. AND SUBJECT TO THE RIGHT OF A

PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED.

EASEMENT AND CONDITIONS CONTAINED THEREIN:

GRANTOR:

TRYGE LEE & TAMMY SIMPSON

GRANTEE: DATED: PACIFICORP. MARCH 18, 2006

RECORDED:

MAY 10, 2006

ENTRY NO:

2178797

PURPOSE:

TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR ELECTRIC TRANSMISSION AND/OR

DISTRIBUTION SYSTEM, UNDER, UPON AND ACROSS THE LAND, TOGETHER WITH INCIDENTAL

RIGHTS THERETO.

10. EASEMENT AND CONDITIONS CONTAINED THEREIN:

GRANTOR:

TRYGE LEE & TAMMY SIMPSON

GRANTEE:

PACIFICORP.

DATED:

MAY 25, 2006 JUNE 13, 2006

RECORDED: ENTRY NO:

2186376

PURPOSE:

TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR ELECTRIC TRANSMISSION AND/OR

DISTRIBUTION SYSTEM, UNDER, UPON AND ACROSS THE LAND, TOGETHER WITH INCIDENTAL

RIGHTS THERETO.

11. EASEMENTS, AS EVIDENCED BY MESNE DOCUMENTS OF RECORD, INCLUDING, BUT NOT LIMITED TO A QUIT CLAIM DEED, RECORDED OCTOBER 31, 2008, AS ENTRY NO. 2373200.

12. EASEMENTS, AS EVIDENCED BY MESNE DOCUMENTS OF RECORD, INCLUDING, BUT NOT LIMITED TO A QUIT CLAIM DEED, RECORDED OCTOBER 31, 2008, AS ENTRY NO. 2373201.

13. RESTRICTIVE COVENANT PRECLUDING THE NON-AGRICULTURAL USE OF LAND

RECORDED:

OCTOBER 30, 1992

ENTRY NO.:

1198865

BOOK/PAGE:

1642/2499

14. COVENANT RESTRICTING USE OF LAND

DATED:

JANUARY 26, 2006

RECORDED:

JANUARY 26, 2006

ENTRY NO.:

2156797

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

DATED:

ATED: APR

RECORDED:

APRIL 23, 2009 APRIL 26, 2009

ENTRY NO: 2408223

ENTRY NO: 240822

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

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

(Continued)

CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 203787

COMMITMENT NUMBER: 203787

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

ASSESSMENT ACT.

DATED:

MAY 3, 2013

RECORDED:

MAY 8, 2013

ENTRY NO:

2634269

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

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

17. NOTE: NO EXISTING DEED OF TRUST OR MORTGAGE APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

SCHEDULE C

Inwest Title Services, Inc.

ORDER NUMBER: 203787

COMMITMENT NUMBER: 203787

The following requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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

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

- 5. IN THE EVENT THE COMPANY IS REQUESTED TO INSURE A TRANSACTION INVOLVING THE SUBJECT PROPERTY, THE COMPANY AND/OR ITS UNDERWRITER RESERVES THE RIGHT TO ADD EXCEPTIONS AND/OR REQUIREMENTS UPON RECEIPT OF INFORMATION DEFINING SAID TRANSACTION.
- 6. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

PARK CITY PREMIER PROPERTIES, LLC HUNTSVILLE HILLBILLIES, LLC TRYGE LEE SIMPSON TAMMY SIMPSON

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

TYPE:

TRUSTEE'S DEED

RECORDED:

MARCH 25, 2013

ENTRY NO.:

2626792

TYPE:

CORRECTIVE TRUSTEE'S DEED

RECORDED:

OCTOBER 4, 2013

ENTRY NO .:

2658705

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc..

We may collect nonpublic personal information about you from the following sources:

Information we receive from you, such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.