

COMMITMENT FOR TITLE INSURANCE

177/2007

Issued by **Lawyers Title Insurance Corporation**



Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby 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 therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

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 six (6) months after the effective date hereof 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. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Attest:
Secretary

[Handwritten Signature]
Secretary



By: *[Handwritten Signature]*
President

Conditions and Stipulations

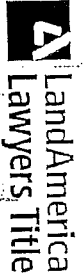
- The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument; and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.
- If the proposed Insured 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 of 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.
- 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 under taking 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.
- 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.

COMMITMENT FOR TITLE INSURANCE

American Land Title Association (1966)

Issued by
**Lawyers Title
Insurance Corporation**

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Richmond, Virginia 23235-5153
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PRIVACY POLICY NOTICE

LandAmerica Financial Group, Inc. and its family of affiliated companies ("LandAmerica") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the LandAmerica Privacy Policy.

LandAmerica provides title insurance and other real estate services through its affiliates. The three largest members of the LandAmerica family, Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company, and their title affiliates, issue title policies and handle real estate closings across the country. You may review a complete list of the LandAmerica family of affiliates covered by this Privacy Policy on our website at <http://www.landam.com> under the privacy policy link or request a copy be sent to you from the address listed below. The LandAmerica Privacy Policy applies to all LandAmerica customers, former customers and applicants. Please visit our website for an explanation of our privacy practices relating to electronic communication.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed, such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements. Additionally, some LandAmerica affiliates may share information about their transaction and experiences with you in order to identify opportunities to market other LandAmerica services or products that may be useful to you.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors, joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

Title insurance agents may be covered by this policy: If your transaction goes through a title insurance agent that is not part of the LandAmerica family, the agent handling your transaction should provide you with the agent's own privacy policy or evidence that the agent has adopted our policy.

If you have any questions about this privacy statement or our practices at LandAmerica, please email us at customerservice@landam.com or write us at: LandAmerica Privacy, P.O. Box 27567, Richmond, VA 23261-7567

Red Rock Title Insurance Agency
1275 East Fort Union Blvd, Suite 120
Cottonwood Heights UT 84047
(801)676-4900
FAX: (801)676-4901

Lawyers Title Insurance Corporation

Title Insurance Commitment

Order No: SL093915RR

Reference No: 070513

Effective Date: March 21, 2007 at 8:00 a.m.

Schedule A

1. Policies

ALTA Owners 1992

Proposed Insured:

Amount of Insurance: \$TBD

Premium Amount: \$TBD

Endorsements:

Endorsement Amount: \$

ALTA Loan 1992

Proposed Insured:

Amount of Insurance: \$TBD

Premium Amount: \$TBD

Endorsements:

Endorsement Amount: \$

2. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in;

Angelina's Corner, L.L.C., a Utah limited liability company

3. The land referred to in this Commitment is situated in the County of Salt Lake, State of Utah, and described as follows:

See Exhibit "A" attached hereto, and by this reference made a part hereof:

The address of said property is: To Be Determined, Salt Lake City, UT 84101

4.

Countersigned

5.

Authorized Officer or Agent

Order No: SL093915RR
Reference No: 070513

Schedule B - Section I
Requirements

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
 2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
 3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
 4. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
 5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this commitment who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
- NOTICE TO APPLICANT: The land covered herein may be served by districts or 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 issued hereunder.
6. Documentation sufficient to vest title in the proposed Insured Owner.
 7. Trust Deed or other approved security instrument, executed by the appropriate parties.
 8. Payment of any fees due to Salt Lake City, as shown in Schedule B-Section II herein.
 9. Payment of any fees due to the Homeowners Association.
 10. Reconveyance of that certain Deed of Trust, Entry No. 9213523, as shown in Schedule B-Section II herein.
 11. Reconveyance of that certain Deed of Trust, Entry No. 9867550, as shown in Schedule B-Section II herein.
 12. Reconveyance of that certain Deed of Trust, Entry No. 9867551, as shown in Schedule B-Section II herein.
 13. Prior to final approval and/or recordation of the proposed transaction, an inspection of the property is required, to determine construction status of the premises. Further requirements or exceptions may then be made.

Order No: SL093915RR
Reference No: 070513

Schedule B - Section II
Exceptions

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:

1. 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 which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. 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 that is not shown by the Public Records.
4. 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.
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. Taxes or special 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.
7. Any Service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. 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.

Exception Numbers 1 through 8 will not appear in any Extended Coverage Mortgage Policy to be issued hereunder.

9. Taxes for the year 2007 are now a lien, but not yet due.
Tax ID No. 15-12-211-001. (2006 taxes were paid in the amount of \$3,078.66.)
Tax ID No. 15-12-211-002. (2006 taxes were paid in the amount of \$939.47.)
Tax ID No. 15-12-211-040. (2006 taxes were paid in the amount of \$1,848.31.)
Tax ID No. 15-12-211-041. (2006 taxes were paid in the amount of \$1,848.31.)
10. Said property is included within the boundaries of Salt Lake City, and is subject to the charges and assessments thereof. (Phone No. 483-6900)
11. Any and all easements that affect the common areas.
12. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: John R. Cunnington and Virginia Cunnington
Grantee: Lorin W. Sanderson and La Rue V. Sanderson
Recorded: May 26, 1949
Entry No.: 1158720
Book/Page: 681/492
13. Right of Way and Easement and the terms, conditions and limitations contained therein:
Recorded: October 11, 2006
Entry No.: 9872770
Book/Page: 9363/9214

14. Right of Way and Easement and the terms, conditions and limitations contained therein:

Recorded: October 12, 2006

Entry No.: 9874401

Book/Page: 9364/5543

15. Underground Right of Way Easement and the terms, conditions and limitations contained therein:

Recorded: October 16, 2006

Entry No.: 9877092

Book/Page: 9365/8971

16. Covenants, Conditions, Restrictions and/or Easements, except color, creed, national origin, religion, sex, handicap or familial status, unless and only to the extent that said Covenants (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons contained in Instrument:

Recorded: March 22, 2007

Entry No. 10042088

Book/Page: 9438/7431

Said Declaration provides among other things for the formation of a management board which has the power to assess charges for maintenance.

17. Notice of Adoption of Redevelopment Plan Entitled "West Temple Gateway Neighborhood Development Plan (as amended)" and the terms, conditions and limitations contained therein:

Recorded: February 4, 1988

Entry No.: 4582217

Book/Page: 6001/1798

18. Notice of Minor Subdivision Approval and the terms, conditions and limitations contained therein:

Recorded: July 6, 2005

Entry No.: 9424131

Book/Page: 9155/3886

19. Notice of Minor Subdivision Approval and the terms, conditions and limitations contained therein:

Recorded: August 9, 2005

Entry No.: 9455679

Book/Page: 9171/2176

Notice of Minor Subdivision Amendment Approval This Amends a Prior Subdivision Approval #9455679 and the terms, conditions and limitations contained therein:

Recorded: July 12, 2006

Entry No.: 9780417

Book/Page: 9320/9878

20. DEED OF TRUST

Trustor: Angelina's Corner, L.L.C.

Trustee: Larry V. Spendlove

Beneficiary: Salt Lake City Corporation

Amount: \$300,000.00, plus interest

Dated: October 21, 2004

Recorded: November 2, 2004

Entry No.: 9213523

Book/Page: 9056/2536

21. DEED OF TRUST

Trustor: Angelina's Corner, L.L.C.

Trustee: Bank of American Fork

Beneficiary: Bank of American Fork

Amount: \$4,819,250.00, plus interest

Dated: October 4, 2006

Recorded: October 5, 2006

Entry No.: 9867550

Book/Page: 9361/7592

22. DEED OF TRUST

Trustor: Angelina's Corner, L.L.C.
Trustee: Dennis K. Poole, Esq.
Beneficiary: JR Miller Investments, LC
Amount: \$550,000.00, plus interest
Dated: October 3, 2006
Recorded: October 5, 2006
Entry No.: 9867551
Book/Page: 9361/7629

23. Intercreditor and Subordination Agreement and the terms, conditions and limitations contained therein:

Recorded: October 5, 2006
Entry No.: 9867552
Book/Page: 9361/7636

24. Subordination Agreement and the terms, conditions and limitations contained therein:

Recorded: October 5, 2006
Entry No.: 9867553
Book/Page: 9361/7655

25. Subordination Agreement and the terms, conditions and limitations contained therein:

Recorded: October 5, 2006
Entry No.: 9867554
Book/Page: 9361/7671

26. Mechanics or materialmen's liens, if any, which do not appear of record.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. 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 judgment in any court of proper jurisdiction.

NOTE: Judgments were checked as to Angelina's Corner, L.L.C., a Utah limited liability company and no unsatisfied judgments were found.

Company may be
subject to arbitration
and the accompanying
arbitration rules
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 judgment
in any court of proper
jurisdiction.

