

Chris L. Schmutz #4759
SCHMUTZ & MOHLMAN, LLC
190 North Main #100
Bountiful, UT 84010
Phone: (801) 298-4800
Fax: (801) 298-4804
Email: chrisschmutz.pc@gmail.com

Attorneys for Debtor

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH

In re:)	Bankruptcy No. 15-25181 KRA
)	Chapter 11
Gloyd W. Green,)	
)	[Filed Electronically]
Debtor.)	
)	
)	
)	MOTION FOR
)	APPROVAL OF SALE OF
)	WASATCH LOT AND BIDDING
)	PROCEDURES
)	

Gloyd W. Green (the “**Debtor**”), by and through counsel and pursuant to the Debtor’s Amended Plan of Reorganization dated February 24, 2016 (the “**Plan**”), ¶5.1.4 [Docket no. 120, page 35 of 51], as well as the provisions of 11 U.S.C. §363 and Bankruptcy Rules 2002 and 6004, hereby moves the Court (the “**Motion**”) for entry of an order approving the sale of the Debtor’s Wasatch County cabin lot (identified in the Plan as the “**Wasatch Lot**” and described more particularly below) free and clear of all liens, encumbrances, and interests, with all such liens, encumbrances and interests, if

any, to attach to the proceeds of sale, and approving procedures for bidding and auction. Terms of the sale are summarized below and set forth in full in a Real Estate Purchase Contract for Land dated December 3, 2016, a copy of which (with all addenda) is attached hereto as **Exhibit A** (the “**REPC**”).

1. Summary of Terms of Proposed Sale

Subject to the receipt of higher and better offers, the Debtor proposes to sell a cabin lot located at 2443 West Spruce Road, Midway, UT 84049 (the “**Property**”) to Brighton Future, LLC (the “**Buyer**”) for a purchase price of \$49,000.00 (the “**Purchase Price**”) upon the terms and conditions set forth in the REPC. In summary, the pertinent terms and conditions are as follows:

1. Buyer will pay the Purchase Price in cash at closing.
2. Buyer’s obligation to purchase the Property is conditioned on Buyer’s due diligence as defined in the REPC; however, Buyer’s obligation to purchase is not conditioned on appraisal or financing.
3. Title will be conveyed at closing by warranty deed.
4. The Property will be sold in an “as is, where is” condition, without warranty as to the condition of the Property or the suitability for the Buyer.
5. Seller will provide Buyer with a standard form owner’s insurance policy at closing, in form and content similar to the Commitment attached hereto as **Exhibit B**.
6. Sale is subject to Bankruptcy Court approval.

The Debtor requests authority to pay the following at closing:

7. All applicable commissions, closing costs and title fees associated with the transaction and customary in the industry (as illustrated in the preliminary settlement statement attached hereto as **Exhibit C**), including a realtor's commission to Kathy Collings and the firm of Berkshire Hathaway Home Services Utah (the "**Realtors**") in the amount of 6% of the selling price as set forth in the listing agreement attached hereto as **Exhibit D**; and
8. All accrued and pro-rated real estate taxes and other assessments which may be owed as of the date of closing, which are also set forth in **Exhibit C**.

2. Proposed Bidding Procedures

The Debtor asks the Court to approve the following bidding procedures for the sale of the Property, which bidding procedures will be included by the Debtor in the notice of hearing on the Motion:

1. All competing offers or bids for the Property must be in writing and must be received by the Debtor's counsel, at the address set forth at the top of page one of this Motion, no later than **5:00 p.m. on January 10, 2017**.
2. Along with the written offer or bid, each bidder must also deliver a \$500.00 deposit to be applied to the purchase price if the bid is successful and returned to the bidder if not, together with written evidence of a commitment for financing or other evidence of ability to consummate the proposed purchase of the Property.

3. A **“Qualified Bidder”** shall be any bidder who submits the foregoing items to Debtor’s counsel on or before the foregoing deadline, and any competing offer or bid so submitted shall be a **“Qualified Bid.”**
4. In the event that a Qualified Bid is not received by Debtor’s counsel, Debtor will ask the Court to approve the sale to the Buyer on the terms set forth in the REPC at the hearing on the Motion, which is scheduled for **January 17, 2017**, commencing at the hour of **2:00 p.m.**
5. In the event that a Qualified Bid is received by Debtor’s counsel, Debtor’s counsel shall conduct an auction (the **“Auction”**) of the Property. The Auction shall take place at **10:00 a.m.** on **January 12, 2017**, in the lobby near the ground floor elevators on the south end of the Bankruptcy Court at 350 South Main Street, Salt Lake City, Utah. The auction will be limited to the Buyer and all Qualified Bidders.
6. Debtor’s counsel will conduct the Auction by announcing the highest and best Qualified Bid. The Auction will then be opened to competing bids. Debtor’s counsel will entertain competing bids for the Property in such successive rounds as Debtor’s counsel determines in his sole discretion to be appropriate so as to obtain the highest and best bid for the Property. Debtor’s counsel may also set opening bid amounts in each round of bidding as he determines appropriate.
7. At the Auction, the Debtor and his counsel will review each bid on the basis of financial and contractual terms and the factors relevant to the sale process,

including the speed and certainty of closing the sale, and then identify the person submitting the highest and best offer for the Property (the “**Successful Bidder**” and the “**Successful Bid**”).

8. Debtor will present the Successful Bid to the Court for approval at the hearing on the Motion, which will be conducted at **2:00 p.m.** on **January 17, 2017**.

3. Memorandum of Law

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§1334 and 157.
2. The Motion is a core proceeding within the meaning of 28 U.S.C. §§157(b)(2)(A), (N) and (O).
3. Venue is proper under 28 U.S.C. §§1408 and 1409.
4. The statutory predicate for the relief sought in the Motion is set forth in 11 U.S.C. §§363(b), (f) and (k).

4. Background

1. The Debtor filed his voluntary petition for relief under Chapter 11 of the Bankruptcy Code on June 3, 2015.
2. The Plan was confirmed by order entered April 19, 2016 [Docket no. 120].
3. The Debtor entered into a listing agreement with the Realtors on June 26, 2016, and the Realtors have actively and diligently marketed the Property since then.
4. The Debtor has no relationship or connection to the Buyer or any of its principals.
5. In the Debtor’s business judgment, and subject to the receipt of higher and better

offers in accordance with the bidding procedures set forth in the Motion, the Purchase Price, on the terms and conditions in the REPC, is fair and reasonable and represents the fair market value of the Property.

6. In the Debtor's business judgment, the sale of the Property for the Purchase Price or for a higher and better price in the event of an Auction, is in the best interests of the Debtor and the creditors.

5. Relief Requested

1. The Debtor requests entry of an order authorizing the Debtor to sell the Property to the Buyer, or to a Qualified Bidder in the event of an Auction, free and clear of all liens, claims, encumbrances, and interests, with all such liens and interests attaching to the proceeds of sale, either for the Purchase Price on the terms and conditions set forth in the REPC, or for the amount of the Successful Bid upon the terms and conditions accepted by the Debtor at the Auction.
2. The Debtor also requests authority to pay, at closing, commissions, costs, fees, real property taxes and assessments, as described in section 1 above (Summary of Terms of Proposed Sale). The estimated closing costs are set forth in the preliminary settlement statement attached hereto as **Exhibit C**. As shown in **Exhibit C**, cash to Sellers is estimated to be \$45,080.38, all of which will be deposited into the Plan Payment Account for payment of any income taxes associated with the sale of the Property and then for distribution to creditors and payment of professional fees in accordance with the provisions of the Plan.

3. The Debtor further moves the Court to approve the auction procedures set forth herein and to authorize the Debtor to sell the Property to the Buyer on the terms and conditions set forth in the REPC or, in the event that a Qualified Bid is submitted, to the Successful Bidder.
4. Finally, the Debtor requests the Court to waive the fourteen day stay otherwise imposed by Bankruptcy Rule 6004(h) for the reasons set forth below.

6. Basis for Relief Requested

1. Pursuant to 11 U.S.C. §§363(b) and 1107 and the provisions of the Plan, and subject to the requirement of prior notice and a hearing, the Debtor is empowered to sell the Property.
2. The proceeds of sale will be used first to satisfy all accrued but unpaid property taxes and assessments and closing costs and fees as outlined above. All remaining proceeds of sale will be deposited into the Plan Payment Account for payment of any income taxes associated with the sale of the Property and then for distribution to creditors and payment of professional fees in accordance with the provisions of the Plan.
3. Section 363(f) of the Code authorizes the sale of the Property free and clear of interests of entities other than the bankruptcy estate (such as liens and encumbrances) only if (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (2) such entity consents; (3) such interest is a lien and the price at which such property is to be sold is greater than the

aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. In this case, condition 4 is met, because there are no known liens or other interests against the Property and if any are asserted the Debtor believes they will be subject to a bona fide dispute.

4. Pursuant to Bankruptcy Rule 6004(h), an order approving the sale of property of the estate is stayed for fourteen days unless otherwise ordered by the court.

Cause exists, here, to order otherwise. The Property is unoccupied and the Buyer or Successful Bidder will be anxious to secure it as soon as possible after approval of the sale. In addition, as stated in the 1999 Advisory Committee Note to Rule 6004, the purpose of Rule 6004(h) is to “provide sufficient time for a party to request a stay pending appeal of an order authorizing the use, sale or lease of property before the order is implemented.” Accordingly, if no one objects to the Motion, then the stay would serve no purpose and should be waived.

5. Prayer for Relief

ACCORDINGLY, based on the foregoing, the Debtor requests entry of a order providing as follows:

1. Granting the Motion;
2. Authorizing the Debtor to sell the Property free and clear of all liens, claims, encumbrances, and interests, with all such to attach to proceeds of sale, to the Buyer for the Purchase Price and on the terms and conditions set forth in the

REPC or, if a Qualified Bid is submitted, then to the Successful Bidder for the amount of the Successful Bid and on the terms and conditions accepted by the Debtor at the Auction;

3. Authorizing the Debtor to pay at closing (a) all applicable commissions and closing costs and title fees associated with the transaction and customary in the industry (including a commission in the amount of 6% to the Realtors) and (b) all accrued and pro rated property taxes and assessments; and all remaining proceeds of sale will be deposited into the Plan Payment Account for payment of any income taxes associated with the sale of the Property and then for distribution to creditors and payment of professional fees in accordance with the provisions of the Plan;
4. Authorizing the bidding procedures and the Auction as outlined above, and authorizing the Debtor to sell the Property to the Successful Bidder for the amount of the Successful Bid in the event of an Auction;
5. Waiving the fourteen-day stay otherwise imposed by Bankruptcy Rule 6004(h) so that the sale can be closed immediately after the order authorizing the sale has been entered; and
6. Granting such other and further relief as may be appropriate.

DATED this 15th day of December 2016.

/s/ Chris L. Schmutz
Chris L. Schmutz, for
SCHMUTZ & MOHLMAN, LLC
Attorneys for Debtor



REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 3rd day of December, 2016 ("Offer Reference Date") Brighton Future, LLC ("Buyer") offers to purchase from Gloyd W Green ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 1,000.00 in the form of Personal Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage BHHS Utah Properties - SV Phone: (435) 649-7171

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: 2443 W Spruce Rd
also described as: Wasatch County Parcel # 00-0000-1938

City of Midway County of Wasatch, State of Utah, Zip 84049 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) N/A

1.2 Excluded Items (specify) N/A

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 49,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ 1,000.00 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.

\$ _____ (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ _____ (c) **Seller Financing** (see attached Seller Financing Addendum)

\$ 48,000.00 (d) **Balance of Purchase Price in Cash at Settlement**
\$ 49,000.00 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

Page 1 of 6 pages Buyer's Initials WL ER Date 12/3/2016 | 12:53 PM MST Seller's Initials _____ Date _____

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; _____ Hours after Closing; _____ Calendar Days after Closing; Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Kathy Collings, represents Seller both Buyer and Seller as a Limited Agent;
Seller's Brokerage BHHS Utah Properties - Salt Lake, represents Seller both Buyer and Seller as a Limited Agent;
Buyer's Agent Lincoln Calder, represents Buyer both Buyer and Seller as a Limited Agent;
Buyer's Brokerage BHHS Utah Properties - SV, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

Page 2 of 6 pages Buyer's Initials LC Date 12/3/2016 Seller's Initials _____ Date _____

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

DS
WL
DS
ER
 Page 3 of 6 pages Buyer's Initials _____ Date 12/3/2016 | 12:53 PM MST Seller's Initials _____ Date _____

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ _____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. _____ Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

Page 4 of 6 pages

Buyer's Initials

Handwritten initials: WS, ER

Date

12/3/2016 | 12:53 PM MST

Seller's Initials

Date

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

Page 5 of 6 pages Buyer's Initials WL Date 12/3/2016 | 12:53 PM MST Seller's Initials ER Date _____

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>12/07/16</u>	(Date)
(b) Due Diligence Deadline	<u>12/09/16</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/a</u>	(Date)
(d) Settlement Deadline	<u>12/13/16</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [x] PM Mountain Time on 12/04/16 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Whalen Louis 12/3/2016 | 12:53 PM MST Erin Rothwell 12/3/2016 | 1:27 PM
950C96F542BD439 (Buyer's Signature) (Offer Date) A08E458C1C24BD (Buyer's Signature) (Offer Date)

Brighton Future, LLC
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- REJECTION:** Seller rejects the foregoing offer.

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Page 6 of 6 pages Buyer's Initials WL ER Date 12/3/2016 | 12:53 PM MST Seller's Initials _____ Date _____



TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 3rd day of December, 2016 including all prior addenda and counteroffers, between 243 Spruce Rd. Midway as Buyer, and Gloyd Green as Seller, regarding the Property located at 2443 W Spruce RD, Midway, UT 84049. The following terms are hereby incorporated as part of the REPC:

1. Buyer acknowledges sale is subject to bankruptcy court approval.
2. Due Diligence deadline shall be 3 days after bankruptcy approval.
3. Settlement deadline shall be 5 days after bankruptcy approval.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: See above stated dates.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5 : 00 AM PM Mountain Time on December 05, 2016 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

DocuSigned by: <u>Gloyd Green</u>	DocuSigned by: <u>Gloyd Green</u>				
<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	(Date)	(Time)	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
(Signature)	(Signature)	(Date)	(Time)	(Date)	(Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____

DocuSigned by: <u>Whalen Louis</u>	12/5/2016 11:52 AM MST	DocuSigned by: <u>Erin Rothwell</u>	12/5/2016 12:00 PM MST
(Signature)	(Date) (Time)	(Signature)	(Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
-------------	--------	--------	-------------	--------	--------

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

DS <u>WL</u>	DS <u>ER</u>	DS <u>ER</u>
Buyer's Initials		Seller's Initials

Rudd and Hawkes Title Insurance Agency, LLC
(Member's Name)
, 201 S. Main Street, Suite 275
(Address)
Salt Lake City, Utah 84111

801-676-5337
(Telephone)



Attorneys
Title Guaranty
Fund, Inc.

ALTA Commitment Form (6/17/2006)

COMMITMENT FOR TITLE INSURANCE

Issued by

Attorneys Title Guaranty Fund, Inc.



Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), for 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 the 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 policy form upon request.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN
PRESIDENT

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 of 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 the 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://222.alta.org/>>.



SCHEDULE A

File Number 5230

- 1. Effective Date: December 5, 2016 @ 8:00 a.m.
- 2. Policy or Policies to be issued: Premium
 - A. ALTA Homeowner's Policy, Amount \$49,000.00 **\$528.00**
Proposed Insured: **Brighton Future, LLC**
 - B. ALTA 2006 Loan Policy, Amount \$ **\$0.00**
Proposed Insured: **TBD**
and/or its successors and assigns as their interests may appear
 - Endorsements: **\$0.00**
 - Additional Charges: **\$**
 - Total **\$528.00**

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:

Gloyd W. Green

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

See Schedule C attached hereto.

For informational purposes only, the property address is: 2443 West Spruce Road, Midway, Utah 84049

Authorized Officer or Agent
Member's Number: 4375

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

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:
Tyler Hawkes, , 201 S. Main Street, Suite 275, Salt Lake City Utah 84111
Phone: 801-676-5337, Fax:

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 \$150.00.

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) This title commitment is subject to change based upon underwriter guidelines for the specific title insurance policy(s) to be issued.

Item (h) Deed of Trust to secure the new loan to be insured.

Item (i) Warranty Deed from the vested owners on Schedule A to the proposed insured.

Item (j) Payment of delinquent taxes.

Item (k) Payment of any and all Homeowners Association fees, transfer fees and dues.

Item (l) Provide current copy of the Resolution on behalf of the limited liability company/corporation shown herein in Schedule A.

Item (m) Discharge or the correct approval papers of the Bankruptcy shown herein as Exception No. 16.

American Land Title Association Commitment-Utah
Schedule B-Section 1
Form CU-B
Valid Only if Schedule B and Cover Are Attached.

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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are 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. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes for the year 2015 and 2016 now delinquent in the amount of (\$323.79 and \$343.80), respectively. Tax Serial Number OBE-2127-0-032-024.
7. Said property is within the boundaries of Wasatch County Tax District 012, and is subject to any charges and assessments levied thereunder.

Said property is within the boundaries of Wasatch County Fire Protection Service District, and is subject to any charges and assessments levied thereunder.

Said property is within the boundaries of Wasatch County Recreation District, and is subject to any charges and assessments levied thereunder.

Said property is within the boundaries of Midway Sanitation, and is subject to any charges and assessments levied thereunder.

Said property is within the boundaries of Wasatch County Solid Waste SSD, and is subject to any charges and assessments levied thereunder.

Said property is within the boundaries of Wasatch County Water District #1, and is subject to any charges and assessments levied thereunder.

Said property is within the boundaries of Wasatch County Special Service District 21, and is subject to any charges and assessments levied thereunder.

Said property is within the boundaries of Wasatch County Garbage Assessments, and is subject to any charges and assessments levied thereunder.

8. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or

9. A 20 foot wide road right of way and PUBLIC UTILITY EASEMENT running along the Southerly and Easterly lot line as may be disclosed on the recorded plat of said subdivision.
10. All Public Utility and Lot Drainage Easements recorded and unrecorded in the office of the County Recorder.
11. Notes from Plat as may be disclosed on the recorded plat of said subdivision.
12. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon 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, recorded October 13, 1967, as Entry No. 90555, in Book 59, at Page 191.
13. Articles of Incorporation of Brighton Estates Improvement Association, A Non-Profit Corporation, and as more particularly described in document recorded October 30, 1967, as Entry No. 90613, in Book 59, at Page 293.
14. Subject to association charges, maintenance charges, and all other assessments levied by the Homeowner's Association.
15. { Affects this and other property)
Reservations and provisions contained in the following United States Patents of record:
 - 1) Patent recorded June 6, 1905 as Entry No. 13313 in Book 5 of mining deeds at Page 312 of the official records.
 - 2) Patent recorded June 28, 1905 as Entry No. 13406 in Book 5 of mining deeds at Page 324 of the official records.

Said Reservations and Provisions being set forth as follows:

"Now know ye that there is therefore hereby granted unto the said patentee, and to its heirs and assigns the said mining premises hereinbefore described, and not expressly excepted from these presents and all that portion of veins, lodes, or ledges, and all other veins, lodes or ledges throughout their entire depth, the tops or apexes of which lie inside of the surface boundary lines of said granted premises extended downward vertically, although such veins, lodes or ledges in their downward course may so far depart from a perpendicular as to extend outside the vertical side lines of said premises; provided that the right of possession to such outside parts of such veins, lodes or ledges shall be confined to such portions thereof as lie between vertical planes drawn downward through the end lines of said premises so continued in their own direction that such planes will intersect such exterior parts of said veins, lodes or ledges; and provided further that nothing herein contained shall authorize the grantee herein to enter upon the surface of a claim owned or possessed by another.

To have and hold said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging unto the said grantees above named and to their heirs and assigns forever, subject never the less to the above mentioned, and to the following conditions.

Case 15-25181, Doc 169, Filed 12/15/16, Entered 12/15/16 14:59:53, Desc: Main Document, Page 23 of 33

First, that the premises hereby granted with exception of the surface may be owned by the proprietor of any other vein, lode or ledge, the top or apex of which lies outside of the boundary of said granted premises, should the same be found to penetrate, intersect, or extend into said premises for the purpose of extracting and removing ore from such other vein, lode or ledge.

Second, that the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and the rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs and decisions of the courts, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

Third, that in the absence of necessary legislation by Congress, the Legislature of Utah may provide rules for working the mining claims or premises hereby granted involving easements, drainage and other necessary means to complete development."

16. The effects, if any, of Chapter 11 Bankruptcy, filed June 3, 2015, with Gloyd W. Green as Debtor. as Case No. 15-25181, United States Bankruptcy Court, District of Utah.

NOTE: The following names have been checked for judgments: Brighton Future, LLC; Gloyd W. Green

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

NONE

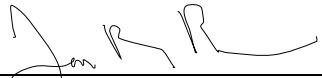
NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTION(S) 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

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.

The ALTA Homeowner'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; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a

Case 1:15-cv-01181-Doc 163 Filed 12/15/16 Entered 12/15/16 14:59:53 Desc Main Document Page 24 of 33
b. (8) Any security interest, mortgage, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.

Countersigned:



Authorized Officer or Agent
Member's Number: 4375

Please make any inquiries for Title questions to Tyler Hawkes, , 201 S. Main Street, Suite 275,
Salt Lake City Utah 84111
Phone: 801-676-5337, Fax: .

American Land Title Association Commitment-Utah
Schedule B-Section 2
Form No. CU-B



Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has 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.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

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 are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

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 non-public 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. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: 5230

Lot 127, Brighton Estates Subdivision No. 2, a subdivision of Wasatch County.

Tax Parcel No. OBE-2127-0-032-024



B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA	6. File Number 5230	7. Loan Number	8. Mortgage Insurance Case Number:
5. <input type="checkbox"/> Conv. Ins			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items Marked 'p.o.c.' were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Brighton Future, LLC	E. Name and Address of Seller: Gloyd W. Green 2443 West Spruce Road Midway, Utah, 84049	F. Name and Address of Lender: TBD
G. Property Location: 2443 West Spruce Road Midway, Utah 84049 WASATCH County OBE-2127-0-032-024	H. Settlement Agent: Rudd & Hawkes Title, LLC 201 S. Main Street, Suite 275 Salt Lake City, Utah 84111 Phone: 801-676-5337 Place of Settlement: 201 S. Main Street, Suite 275 Salt Lake City, Utah 84111	I. Settlement Date: December 16, 2016 Disbursement Date: December 19, 2016

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower

101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower (line 1400)	

Adjustment for items paid by seller in advance

106. City/town taxes	
107. County taxes	
108. Assessments	

120. Gross Amount Due from Borrower

--	--

200. Amounts Paid by or in Behalf of Borrower

201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	

Adjustment for items unpaid by seller

210. City/town taxes	
211. County taxes	
212. Assessments	

220. Total Paid by/for Borrower

--	--

300. Cash at Settlement from/to Borrower

301. Gross amount due from borrower (line 120)	
302. Less amount paid by/for borrower (line 220)	
303. CASH (FROM) (TO) BORROWER:	

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract sales price	\$49,000.00
402. Personal property	
403.	

Adjustment for items paid by seller in advance

406. City/town taxes to	
407. County taxes 12/19/2016 to 12/31/2016	\$11.27
408. Assessments to	

420. Gross Amount Due to Seller

	\$49,011.27
--	-------------

500. Reductions In Amount Due to Seller

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$3,220.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. Deposit of earnest money	\$0.00
507. 2016 Wasatch County Property Taxes	\$353.80
508. 2015 Wasatch County Property Taxes	\$357.09

Adjustment for items unpaid by seller

510. City/town taxes to	
511. County taxes 1/1/2016 to 12/16/2016	
512. Assessments to	

520. Total Reduction Amount Due Seller

	\$3,930.89
--	------------

600. Cash at Settlement to/from Seller

601. Gross amount due to seller (line 420)	\$49,011.27
602. Less total reductions in amount due seller (line 520)	\$3,930.89
603. CASH (<input checked="" type="checkbox"/> TO) (<input type="checkbox"/> FROM) SELLER:	\$45,080.38

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a current valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

700. Total Real Estate Broker Fees Based on Purchase Price	Paid From	Paid From
Division of commission (line 700) as follows:	Borrower's	Seller's
	Funds at	Funds at
	Settlement	Settlement
701. \$1,470.00 to BHHS Utah Properties - Salt Lake		
702. \$1,470.00 to BHHS Utah Properties - SV		
703. Commission paid at settlement		\$2,940.00

800. Items Payable in Connection with Loan		
801. Our origination charge	(from GFE #1)	
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)	
803. Your adjusted origination charges	(from GFE A)	\$0.00
804. Appraisal fee to:	(from GFE #3)	
805. Credit report to:	(from GFE #3)	
806. Tax service to:	(from GFE #3)	
807. Flood certification to:	(from GFE #3)	

900. Items Required by Lender to be Paid in Advance		
901. Daily interest charges from to @ \$/ day	(from GFE #10)	
902. Mortgage insurance premium for months to	(from GFE #3)	
903. Homeowner's insurance for years to	(from GFE #11)	

1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account	(from GFE #9)	\$0.00
1002. Homeowner's insurance mos. @ per month \$		
1003. Mortgage Insurance mos. @ per month \$		
1004. Property Taxes mos. @ per month \$		
1005. mos. @ per month \$		
1006. mos. @ per month \$		
1007. Aggregate Adjustment \$		

1100. Title Charges		
1101. Title services and lender's title insurance	(from GFE #4)	
1102. Settlement or closing fee to: Rudd and Hawkes Title Insurance Agency, LLC \$185.00		\$250.00
1103. Owner's title insurance to:ATGF (Endorsements: \$0)	(from GFE #5)	
1104. Lender's title insurance to:ATGF (Endorsements: \$0)		
1105. Lenders title policy limit \$0.00		
1106. Owner's title policy limit \$49,000.00		
1107. Agent's portion of the total title insurance premium to:Rudd and Hawkes Title Insurance Agency, LLC \$448.80		
1108. Underwriter's portion of the total title insurance premium to:ATGF \$79.20		
1109.		
1110.		
1111.		
1112.		
1115. Wire Fee		\$30.00

1200. Government Recording and Transfer Charges		
1201. Government Recording Charges	(from GFE #7)	\$0.00
1202. Deed \$20.00 Mortgage \$ Releases \$		
1203. Transfer Taxes	(from GFE #8)	\$0.00
1204. City/County tax/Stamps Deed \$ Mortgage \$		
1205. State tax/Stamps Deed \$ Mortgage \$		
1206.		

1300. Additional Settlement Charges		
1301. Required services that you can shop for	(from GFE #6)	\$0.00

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$3,220.00
--	--	------------

Previous editions are obsolete

ATTACHMENT TO HUD-1 SETTLEMENT STATEMENT

Borrower: Brighton Future, LLC

Seller: Gloyd W. Green

Lender: TBD

Settlement Agent: Rudd & Hawkes Title, LLC

Settlement Date: December 16, 2016

Property Location: 2443 West Spruce Road, Midway, Utah 84049

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Seller : Gloyd W. Green

Date: _____

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent:

Rudd & Hawkes Title, LLC

WARNING: It is a crime to knowingly make false statements to the Unites States on this or any similar form. Penalties upon conviction can include a fine and Imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE (WASATCH FRONT)

THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between Berkshire Hathaway HomeServices | Utah Properties (the "Company") and Gloyd Green (the "Seller").

1. TERM OF LISTING. The Seller hereby grants to the Company, including Kathy Collings (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 16 below, and ending at 5:00 P.M. (Mountain Time) on the 25 day of June, 20 17 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: Lot - 2443 W Spruce RD, Midway, UT 84049 (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

2. BROKERAGE FEE. If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of 6% of such acquisition price PLUS \$195.00 (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

3. PROTECTION PERIOD. If within 6 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

4. SELLER WARRANTIES/DISCLOSURES. The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

5. AGENCY RELATIONSHIPS.

5.1 Duties of a Seller's Agent. By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Seller. As agents for the Seller, they

have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

5.2 Duties of a Limited Agent. The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other - for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

6. PROFESSIONAL ADVICE. The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company.

7. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

8. ATTORNEY FEES/GOVERNING LAW. Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

9. ADVERTISING/SELLER AUTHORIZATIONS. The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):
 County Records Appraisal Building Plans Other (explain) _____
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan from American Home Shield, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and

(k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

10. **PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with the Seller the safeguarding of personal property and valuables located within the Property. The Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. The Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

11. **ATTACHMENT.** The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there [] ARE [✓] ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

12. **EQUAL HOUSING OPPORTUNITY.** The Seller and the Company shall comply with Federal, State, and local fair housing laws.

13. **ELECTRONIC TRANSMISSION & COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

14. **DUE-ON-SALE.** Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

15. **ENTIRE AGREEMENT.** This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

16. **EFFECTIVE DATE.** This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.

Stacy W. Green _____ 26-6-16
(Seller's Signature) (Address) (Date)

(Daytime Phone/Fax) (Email Address)

(Seller's Signature) (Address) (Date)

(Daytime Phone/Fax) (Email Address)

ACCEPTED by the Company

by: _____
(Signature of Authorized Seller's Agent or Broker) (Date)

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Printed as modified by Berkshire Hathaway HomeServices - Utah Properties with permission of the Utah Association of Realtors. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

COPYRIGHT© UTAH ASSOCIATION OF REALTORS® - 1995 - REVISED 06-01-2014 - ALL RIGHTS RESERVED

UAR FORM 8