

WHEN RECORDED, MAIL TO



\*W2634725\*

OGDEN REDEVELOPMENT AGENCY  
C/O EXECUTIVE DIRECTOR  
2549 WASHINGTON BLVD., STE 420  
OGDEN, UTAH 84401

EH 2634725 PG 1 OF 6  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
10-MAY-13 925 AM FEE \$1.00 DEP SGC  
REC FOR: OGDEN CITY

Weber County Parcel No. 03-~~01~~0012

*D.D.*

TRUST DEED

THIS TRUST DEED, made this 11<sup>th</sup> day of July, 2012, between SHONIK, LLC, a Utah limited liability company, whose address is 25 South Main Street, Centerville, UT 84014, as TRUSTOR, and EPEK TITLE INSURANCE AGENCY, LLC, whose address is 2036 Lincoln Avenue, Suite 102, Ogden UT 84401 as TRUSTEE, and OGDEN CITY REDEVELOPMENT AGENCY, Ogden Utah, as BENEFICIARY,

WITNESSETH That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST,

WITH POWER OF SALE, the following described property, situated in Weber County, State of Utah:

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 01°17'55" EAST 429.28 FEET AND NORTH 88°41'22" WEST 314.00 FEET FROM THE FOUND OGDEN CITY SURVEY MONUMENT LOCATED AT THE INTERSECTION OF WASHINGTON BOULEVARD AND 20<sup>TH</sup> STREET; THENCE NORTH 88°41'22" WEST 37.00 FEET TO THE NORTHWEST CORNER OF LOT 8 OGDEN RIVER DRIVE SUBDIVISION; THENCE NORTH 01°17'55" EAST 138.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD; THE NEXT TWO COURSES WILL BE ALONG THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, (1) NORTH 71°10'50" EAST 16.45 FEET, (2) THENCE 96.58 FEET ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 77°04'22" EAST 96.41 FEET); THENCE SOUTH 00°00'07" EAST 73.30 FEET; THENCE NORTH 88°41'31" WEST 73.57 FEET; THENCE SOUTH 01°17'55" WEST 94.66 FEET TO THE POINT OF BEGINNING.

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Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof,

SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of July 11, 2012, in the principal sum of One Hundred Eleven Thousand Three Hundred Seventy-six Dollars and No Cents (\$ 111,376.00) made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional obligations as hereafter may be made to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums advanced by Beneficiary via conveyance of that certain parcel of land described above, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To honor and adhere to all commitments required of Trustor under that certain Land Transfer and Development Agreement between the Grantor and Grantee, dated 7/5/2012 (the "Development Agreement"), between the Trustor and Beneficiary and to perform everything they agreed to do according to all provisions of said Development Agreement.

2. To keep said property in good condition and repair; to build all projects contemplated under the above referenced Development Agreement, to promptly complete in a good and workmanlike manner any building which may be constructed thereon, to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general but including all provisions under the aforementioned Development Agreement. In relation to the Project Area obligations of Trustor described in the Development Agreement referenced herein, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with any plans, municipal processes and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times.

3. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

4. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

5. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

6. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, if any, assessments and charges for water, appurtenant to or used in connection with said property, to pay, when due, all encumbrances, charges, and liens with interest on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

7. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, any expenditures paid by Beneficiary or Trustee in pursuit of their rights under this Trust, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

9. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief thereof, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards damages rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property are hereby assigned to Beneficiary, who may, after deducting there from all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

10. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons or entities entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for and of the services mentioned in this paragraph.

11. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, increment, assessment and profits, if any, of the property affected by this Trust Deed in accordance with that Development Agreement signed by Trustor and Beneficiary as referenced herein. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable in accordance with that Development Agreement signed by Trustor and Beneficiary as referenced herein. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to accelerate the Promissory Note executed in conjunction with this Deed of Trust and demand payment on said Note in full. Beneficiary shall also be entitled to any and all legal remedies under this Deed of Trust tied to any and all provision of the Development Agreement referenced herein, including the right to foreclose on the parcel made the subject of this Deed of Trust, and retain ownership of said parcel. Failure or discontinuance of Beneficiary at any time or from time to time to take any action granted them herein in the event of Trustor's default shall in no way affect any subsequent enforcement by Beneficiary of their rights under this Deed of Trust. Additionally, any default by Trustor of any event or obligation in the Development Agreement referenced herein shall trigger a default under this Deed of Trust and enable Beneficiary to exercise any and all rights attributed to Trustor's default under this Deed of Trust including but not limited to foreclosure and specific performance.

12. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, assessment, increment and profits, including those past due and unpaid, and apply the same upon any indebtedness secured hereby, and in such order as is required by the Development Agreement referenced herein.

13. The entering upon and taking possession of said property, the collection of such rents, issues, assessment, increment and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

14. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

15. Time is of the essence hereof. As referenced above, upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of that Development Agreement referenced herein, or in the performance of any term of the Promissory Note referenced herein, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

16. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of ( 1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure, (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

17. As referenced above, upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

18. DUE ON SALE CLAUSE: If all or any part of the property herein described is transferred without the beneficiary's prior written consent, the beneficiary may require all sums secured hereby immediately due and payable.

19. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

20. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

21. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

22. This Trust Deed shall be construed according to the laws of the State of Utah.

23. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address hereinbefore set forth.

Dated the day and year first above written.

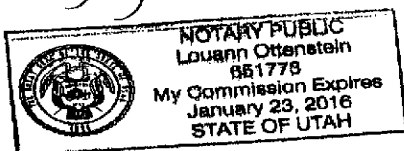
TRUSTOR:

SHONIK, LLC, a Utah limited liability company

By: *Bradley Knapp*  
 Name: *Bradley Knapp*  
 Its: *Managing Member*

STATE OF UTAH )  
*Davis*  
 COUNTY OF WEBER )

On the 11 day of July, 2012, personally appeared before me *Bradley Knapp* the signer of the above instrument, who duly acknowledged to me that he executed the same in his capacity as *managing member* of the foregoing company.



*Louann Ottenstein*  
 Notary Public  
 My Commission Expires: *1-23-16*