

12999512
5/31/2019 12:06:00 PM \$40.00
Book - 10786 Pg - 8604-8612
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED MAIL TO:
Redevelopment Agency of Salt Lake City
Attn: Chief Operating Officer
451 S. State Street, Room 418
Salt Lake City, Utah 84111
FATCO NCS-785818-ai

Space Above This Line for Recorder's Use

TRUST DEED WITH ASSIGNMENT OF RENTS

THIS TRUST DEED WITH ASSIGNMENT OF RENTS ("Trust Deed"), made May 31, 2019, between Paperbox Developers, LLC, a Utah limited liability company, as TRUSTOR, whose address is 180 North University Ave., Ste. 200, Provo, Utah 84601, Katherine N. Lewis, an active member of the Utah State Bar, as TRUSTEE, and Redevelopment Agency of Salt Lake City, a public agency, as BENEFICIARY, whose address is 451 S. State Street, Room 418, Attn: Chief Operating Officer, Salt Lake City, UT 84111.

TRUSTOR conveys and warrants to TRUSTEE in trust with power of sale, the following described property, situated in Salt Lake County, State of Utah:

BEG E 100 FT & N 0°03'48" W 178.40 FT FR SW COR BLK 66, PLATA, SLC SUR; NWLY ALG CURVE TO R 120.76 FT; S 89°58'19" W 14.28 FT; N 70 FT; E 660 FT; S 130 FT; W 395 FT; S 21.60 FT; W 165 FT TO BEG. 1.99 AC M OR L. 5543-0054 5646-0038 9663-0762

Said property is also known by the street address of:
340 West 200 South, Salt Lake City, Utah

Parcel: No. 15011290410000

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

FOR THE PURPOSE OF SECURING: (1) Trustor's commitment to develop and maintain 39 affordable residential rental units ("Units") at the Property for a term of thirty (30) years, as evidenced by that certain Restrictive Use Agreement dated May 31, 2019; and (2) Beneficiary's write-off of the fair market value of the Property of Three Million Two Hundred Twenty Thousand Dollars (\$3,220,000) ("Fair Market Value") in exchange for Trustor's commitment to maintain the Units for the Term; and (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

Beneficiary and Trustor agree that the Fair Market Value of the Property will be reduced each year of the term by One Hundred Seven Thousand Three Hundred Thirty Three Dollars (\$107,333) such that at the end of the Term, Beneficiary shall request that Trustee reconvey the Deed of Trust because Beneficiary shall have obtained value received for the write-off of the Fair Market Value.

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

1. To keep the Property in good condition and repair, not to remove or demolish any building thereon after the Units have been constructed and released for sale or lease (“Release Date”), to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon after the Release Date; to comply with all laws, covenants and restrictions affecting the 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 the Property may be reasonably necessary, the specific enumerations herein not excluding the general; and, to allow Beneficiary to inspect said property at all times with reasonable notice to Trustor. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, after Trustor has been provided thirty (30) days to oppose such affidavit with its own verifiable facts and evidence and Trustee has found in favor of the Beneficiary, and to act thereon hereunder.

2. To authorize Beneficiary, in the event that the insurance purchased by Trustor is canceled or terminated during the term of the Restrictive Use Agreement to obtain insurance coverage to protect its interest in the Property and to add the cost of the insurance premium and any premium finance charge to the Fair Market Value account balance. To further allow Beneficiary to provide its insurer with the necessary information for verification of coverage. In the event insurance charges are added to the Fair Market Value, Trustor authorizes Beneficiary to increase the amount of the Fair Market Value and obligation under the Note and Trustor agrees to pay the amounts so added. Trustor and Trustor acknowledge that any insurance placed on the Property by Beneficiary is for the protection of Beneficiary and is not intended to protect Trustor’s interest in the Property. Any proceeds received from insurance coverage shall first be used to pay the indebtedness owed to Beneficiary, and the balance, if any, shall be used to repair or restore the Property.

3. 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.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the 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 fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least ten (10) days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges or water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

6. 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 releasing Trustor from any obligation hereof, may: (i) 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 the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto. In exercising any such powers, Beneficiary or Trustee may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employment of counsel, and payment of reasonable attorney fees.

7. To pay immediately and without demand all sums expended under Section 6, above, by Beneficiary or Trustee, with interest from date of expenditure at the rate of eighteen percent (18%) per annum until paid, and the repayment thereof shall be secured hereby.

8. Not to sell, convey, dispose, assign, or make any inter vivos transfer of the Property or any part thereof or to vest the title thereto in any other person or persons in any manner whatsoever, or to encumber the Property or any part thereof or any interest therein, without express written approval of Beneficiary.

9. In the event that Trustor becomes insolvent, bankrupt, either voluntary or involuntary (where not dismissed within one hundred and twenty (120) days of filing of such a petition), or makes a general assignment for the benefit of creditors, or if any proceeding for enforcement of a judgment or writ or order of attachment against the property of the Trustor for more than Ten Thousand Dollars (\$10,000), such action shall constitute a default under the terms of this Trust Deed and the Note it secures. In the event the Trustor defaults or undertakes any such act or agrees to undertake any act prohibited by this paragraph without written consent of the Beneficiary first obtained, such undertaking or agreement to undertake shall constitute a default under the terms of this instrument and the Restrictive Use Agreement it secures, and Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof. Any Event of Default, as defined in the Restrictive Use Agreement shall constitute a default hereunder.

IT IS MUTUALLY AGREED THAT:

1. Should the 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 therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name,

any action or proceedings, 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 therefrom all its expenses, including attorney 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.

2. As additional security, Trustor hereby assigns Beneficiary, during the continuance of this trust, all rents, issues, royalties, and profits of the Property and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder (“**Default**”), Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable after providing Trustor notice of the Default and thirty (30) days to cure the Default. If Trustor Default, 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, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner preclude Beneficiary's right to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

3. Upon any Default by Trustor and after Trustor has failed to cure that Default within thirty (30) days after receiving notice thereof, Beneficiary may at any time without further 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 the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the 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 to the extent that such moneys received by the Beneficiary are insufficient to satisfy the outstanding indebtedness under the Note.

5. 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.

6. Time is of the essence hereof. Upon Default by Trustor, 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 the Property to be sold to satisfy the obligations hereof, and, if the default is not cured within thirty (30) days of receiving such notice, Trustee shall file such notice for record in the official records of Salt Lake County, Utah. Beneficiary also shall deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

7. After the lapse of such time as may then be required by lapse 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 shall sell the 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 a trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's 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 fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on the trustee's deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 18% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the Salt Lake County Clerk.

8. Upon the occurrence of any Default hereunder, Beneficiary shall, after providing written notice to Trustor and the Default remaining thirty (30) days after Trustor receives such notice, 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 fee in such amount as shall be fixed by the court.

9. Upon payment in full of the amounts under the Restrictive Use Agreement, Trustee shall reconvey the property secured hereby to Trustor as provided by Utah law.

10. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the Salt Lake County Recorder, 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

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.

11. 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. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, 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.

12. 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.

13. This Trust Deed shall be construed according to the laws of the state of Utah.

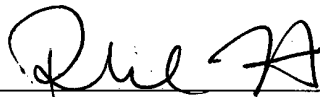
14. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

TRUSTOR:

Paperbox Developers, LLC, a Utah limited liability company

By: PEG OZII GP, LLC, its manager

By: PEG Capital Partners,
LLC, its manager



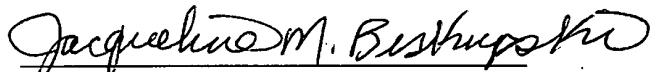
Print Name: Rob Fetzer

Title: Manager

Agreed and acknowledged by:

BENEFICIARY:

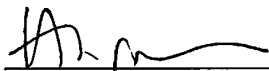
Redevelopment Agency of Salt Lake City, a public agency



Jacqueline M. Biskupski, Executive Director

APPROVED AS TO FORM:

Salt Lake City Attorney's Office

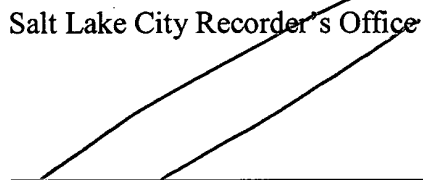


Katherine N. Lewis, Senior City Attorney

Date 5/23/19

ATTEST:

Salt Lake City Recorder's Office



City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

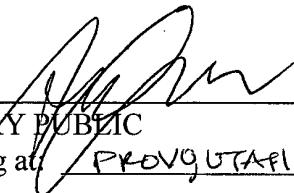
On the ____ day of _____, 20__ personally appeared before me Jacqueline M. Biskupski, who being by me duly sworn did say she is the Executive Director of the Redevelopment Agency of Salt Lake City, and that the foregoing instrument was signed on behalf of the RDA.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

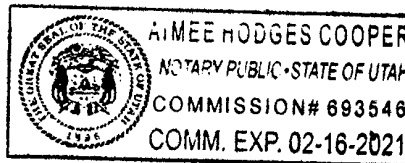
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 23 day of MAY, 2019, personally appeared before me Rob Fetzer, who being by me duly sworn did say he is the manager of PEG Capital Partners, LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of the entity.



NOTARY PUBLIC
Residing at: PROVO, UTAH

My Commission Expires:
02-16-2021



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

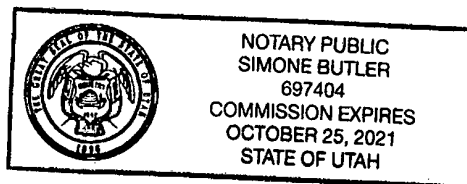
On the 23rd day of May, 2019 personally appeared before me Jacqueline M. Biskupski, who being by me duly sworn did say she is the Executive Director of the Redevelopment Agency of Salt Lake City, and that the foregoing instrument was signed on behalf of the RDA.



NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

10/25/2021



STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2019, personally appeared before me Rob Fetzer, who being by me duly sworn did say he is the manager of PEG Capital Partners, LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of the entity.

NOTARY PUBLIC
Residing at: _____

My Commission Expires: