

RECORDING REQUESTED BY:
Latham & Watkins LLP

WHEN RECORDED MAIL TO:
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022-4802
Attn: Dean Elazab, Esq.
Phone: 212-906-1200

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7/1/2019 3:57:00 PM \$40.00
Book - 10798 Pg - 8450-8457
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

Re: **COOKIE TREE LLC**

County: Salt Lake

State: Utah

106942-TTF

15-07-477-009

[SPACE ABOVE LINE FOR USE BY REGISTER OF DEEDS ONLY]

**MODIFICATION OF FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

This **MODIFICATION OF FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING** (this "Modification Agreement") is dated as of June 26, 2019 by and among **COOKIE TREE LLC**, a Delaware limited liability company, as trustor under the Existing Deed of Trust (as hereinafter defined) (in such capacity, the "Trustor"), with an address at 2201 Broadway Street, San Antonio, TX 78215, and **JPMORGAN CHASE BANK, N.A.**, as collateral agent for the benefit of the Secured Parties under the Credit Agreement (hereinafter defined) (in such capacity, together with its successors and assigns, the "Beneficiary"), with an address at 10 South Dearborn, Floor L-2, Chicago, IL 60603.

WITNESSETH:

WHEREAS, reference is made to that certain First Lien Credit Agreement, dated as of March 30, 2018 (the "Original Credit Agreement"), as amended by that certain First Amendment to First Lien Credit Agreement, dated as of January 31, 2019 (the "First Amendment") and that certain Second Amendment to First Lien Credit Agreement, dated as of April 1, 2019 (the "Credit Amendment") and together with the First Amendment, collectively, the "Amendments") and as supplemented by those certain Joinder Agreements, dated as of October 31, 2018 and April 1, 2019, respectively, and as it may be further amended, amended and restated, restated, replaced, supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), entered into by and among **CHG PPC PARENT LLC**, a Delaware limited liability company ("Borrower"), **CHG PPC INTERMEDIATE II, LLC**, a Delaware limited liability company

(“Holdings”), the guarantors party thereto from time to time, each financial institution party thereto from time to time as lenders (“Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (together with its permitted successors in such capacity, “Administrative Agent”) and collateral agent (in such capacity “Collateral Agent”; together with Administrative Agent, “Agent”), and the other parties thereto from time to time;

WHEREAS, in order to secure the Borrower’s obligations under the Original Credit Agreement including the Term Loans (as defined therein), Trustor executed and delivered to the Beneficiary that certain First Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of October 31, 2018, recorded in the Official Records of Salt Lake County, Utah on November 1, 2018, at Book 10727, Page 873 and as Instrument No. 12878654, (the “Existing Deed of Trust”), which covers all of Trustor’s right, title and interest in and to certain land, buildings and improvements, and collateral as more particularly described therein affecting or relating to the real property more particularly described in **Exhibit “A”** attached hereto;

WHEREAS, pursuant to the Amendments, the Original Credit Agreement has been amended to, among other things allow for additional term loans in an aggregate principal amount of €175,000,000 (the “2019-1 Additional Euro Term Loans”, as such term is defined in the Credit Amendment);

WHEREAS, in connection with this Modification Agreement, the parties desire to modify the Existing Deed of Trust pursuant to the terms of this Modification Agreement and to confirm that the Existing Deed of Trust (i) remains in full force and effect, as modified by this Modification Agreement, subject to any restrictions set forth in the Existing Deed of Trust, and (ii) secures the Secured Obligations as modified and increased by the Credit Amendment, including but not limited to the 2019-1 Additional Euro Term Loans in an aggregate amount of €175,000,000 (as such term is defined in the Credit Amendment); and

NOW, THEREFORE, in consideration of the foregoing and the payment of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree and give notice as follows:

1. From and after the date hereof, all references to the “Deed of Trust” in the Existing Deed of Trust and the Amended Credit Agreement shall mean the Existing Deed of Trust as modified by this Modification Agreement and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time.

2. From and after the date hereof, all references in the Existing Deed of Trust to the “Credit Agreement” shall mean the Amended Credit Agreement.

3. The Existing Deed of Trust, as amended and modified by this Modification Agreement (the “Deed of Trust”), cannot be further altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the parties hereto or their respective successors or assigns. Any future amendment or modification of the Loan Documents (as defined in the Amended Credit Agreement) or the Secured Obligations (as defined in the Deed of Trust) may or may not be recorded. All holders of any interest or claim that affects all or any portion of

the Trust Property (as defined in the Deed of Trust) or any estate or interest therein, which interest or claim is recorded after the date the Deed of Trust was originally recorded or that is otherwise or is intended to be junior and subordinate to the lien and security title of the Deed of Trust (collectively, "Junior Lien Claimants"), are hereby placed on notice of the possibility that the Loan Documents or the Secured Obligations may be amended but any such amendment may or may not be placed of record. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of any Deed of Trust or constituting a novation; provided that, (a) such amendment shall not materially and fundamentally change the terms of the original loan and (b) such amendment shall not relate to a future advance by Lenders under the Amended Credit Agreement in excess of the maximum secured amount set forth in the Deed of Trust. Junior Lien Claimants should not assume they will be notified of any amendment of the Loan Documents or of the Secured Obligations that occur before or after the recording of their lien. By accepting their interest in the Trust Property, Junior Lien Claimants acknowledge and consent to the foregoing.

4. From and after the date hereof, the Deed of Trust secures the Secured Obligations as modified by the Credit Amendment and as the Amended Credit Agreement may hereafter be modified, extended, or replaced, including but not limited to the 2019-1 Additional Term Loans in an aggregate amount of €175,000,000.

5. Definition of Secured Obligations.

(a) The definition of "Secured Obligations" in Section 1.1 of the Existing Deed of Trust is hereby deleted and the following paragraph is hereby substituted therefor:

"**Secured Obligations**' means the Secured Obligations referred to in and as defined in the Credit Agreement and the Guaranteed Obligations referred to in and as defined in the Credit Agreement."

(b) Whenever referred to in the Deed of Trust, except with respect to Section 1.1 of the Deed of Trust, "Obligations" or "Secured Obligations" shall mean the Secured Obligations as amended by this Modification Agreement, as such term may be amended, restated, supplemented or otherwise modified from time to time, if and when the Deed of Trust, or the Amended Credit Agreement or other Loan Documents which specify certain terms and conditions related to the payment and performance of the Secured Obligations, are amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Secured Obligations.

6. Description of Intercreditor Agreement. The reference to "Closing Date Intercreditor Agreement" in Section 12.7 of the Existing Deed of Trust is hereby deleted and the words "Intercreditor Agreement" are hereby substituted therefor.

7. As modified herein, the terms of the Existing Deed of Trust shall continue in full force and effect. Notwithstanding anything to the contrary contained in this Modification Agreement, if at any time it is determined that the security title, lien, validity or security of the Deed of Trust is impaired or subordinated as a result of the modifications contemplated hereby (the "Modifications"), then the Existing Deed of Trust shall be construed as if such Modification

had never taken place and the original terms of the Existing Deed of Trust as unmodified hereby shall continue in full force and effect and the Beneficiary shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification Agreement. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of the Beneficiary over any party which were in existence before the date of execution of this Modification Agreement shall remain in effect after the execution of this Modification Agreement. Neither this Modification Agreement nor the transactions pursuant to the Amended Credit Agreement shall be deemed to constitute a novation or to extinguish any of the Secured Obligations secured by the Existing Deed of Trust.

8. Trustor hereby represents and warrants to Beneficiary that the execution, delivery and performance by such Trustor of this Modification Agreement: (a) are duly authorized and do not require the consent or approval of any other party or governmental authority which has not been obtained; and (b) will not violate any law or result in the imposition of any lien, charge or encumbrance upon the assets of any such party, except as contemplated by this Modification Agreement or any of the other Loan Documents. This Modification Agreement constitutes the legal, valid and binding obligations of Trustor, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights.

9. Trustor hereby represents and warrants to Beneficiary that, as of the date hereof, (a) no Event of Default has occurred and is continuing, (b) no default will occur as a result of the execution, delivery and performance by such Trustor of this Modification Agreement or any of the other Loan Documents, (c) Trustor has not given any notice of any uncured default to Beneficiary, and (d) there are no legal proceedings commenced or threatened against Beneficiary by such Trustor.

10. Trustor hereby confirms and acknowledges that it has no existing offsets, defenses, claims, counterclaims, setoffs, or other basis for reduction of the amounts secured hereby under (i) the Amended Credit Agreement, or (ii) the Original Credit Agreement.

11. This Modification Agreement may be executed in any number of counterparts, and all such counterparts shall together constitute the same agreement.

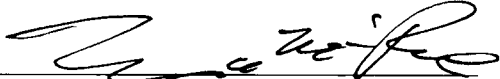
12. THE PROVISIONS OF THIS MODIFICATION AGREEMENT REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE TRUST PROPERTY IS LOCATED. ALL OTHER PROVISIONS OF THIS MODIFICATION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF TRUSTOR AND BENEFICIARY SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), AND FURTHER, WITH RESPECT TO ANY PERSONAL PROPERTY INCLUDED IN THE TRUST PROPERTY, THE CREATION OF THE SECURITY INTEREST SHALL BE GOVERNED BY THE UNIFORM COMMERCIAL

CODE AS IN EFFECT FROM TIME TO TIME IN THE STATE OF NEW YORK (THE "NY UCC") AND THE PERFECTION, THE EFFECT OF PERFECTION OR NON-PERFECTION AND PRIORITY OF THE SECURITY INTEREST WILL BE GOVERNED IN ACCORDANCE WITH THE MANDATORY CHOICE OF LAW RULES SET FORTH IN THE NY UCC.

NO FURTHER TEXT ON THIS PAGE.

IN WITNESS WHEREOF, Trustor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered by authority duly given.

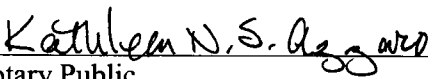
COOKIE TREE LLC, a Delaware limited liability company

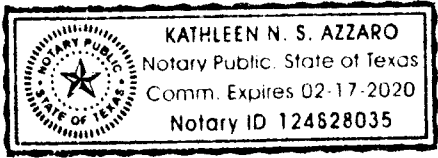
By: 
Name: Thomas A. McRae
Title: Secretary

STATE OF Texas)
)
COUNTY OF Bexar)

Before me, the undersigned authority, on this day personally appeared Thomas A. McRae, the Secretary of Cookie Tree LLC, a Delaware limited liability company, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument in the capacity and for the purposes therein expressed.

Given under my hand and seal of office on this 25th day of June, 2019.


Notary Public



IN WITNESS WHEREOF, Beneficiary has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered by authority duly given.

JPMORGAN CHASE BANK, N.A., as Beneficiary

By: NFL
Name: Natalie Hill
Title: Authorized officer

STATE OF Texas)
)
COUNTY OF Bexar)

Before me, the undersigned authority, on this day personally appeared Natalie Hill, the Authorized Officer of JPMORGAN CHASE BANK, N.A., known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument in the capacity and for the purposes therein expressed.

Given under my hand and seal of office on this 30th day of May, 2019.

Elia Denise Agüero
Notary Public

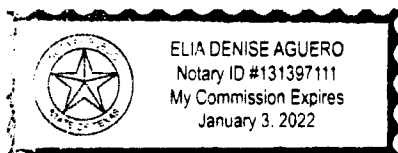


EXHIBIT A
Legal Description of Premises

Lot 21, NIN TECH EAST VIII SUBDIVISION, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office, recorded August 7, 2008 as Entry No. 10495244 in Book 2008P at Page 198.