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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
NOVARE NATIONAL SETTLEMENT SRV  
BY: eCASH, DEPUTY - EF 7 P.

Prepared by and after recording return to:  
Ryan P. Thompson  
McGuireWoods LLP  
201 North Tryon Street  
Charlotte, North Carolina 28202

Tax Parcel Numbers:  
22-21-483-016-0000,  
22-28-229-009-0000,  
22-28-229-012-0000 &  
22-21-483-018-0000

**FIRST AMENDMENT TO UTAH LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS  
AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO UTAH LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is made this 15 day of June, 2021, by and between **GOLDEN SPIKE RESTAURANTS, LLC**, a Utah limited liability company having an address of 18815 139<sup>th</sup> Avenue NE, Suite C, Woodinville, WA 98072 (the "Grantor") and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as Administrative Agent for the Secured Parties (as hereinafter defined) under the Credit Agreement (as hereinafter defined) (in such capacity and together with any successor Administrative Agent under the Credit Agreement and such Administrative Agent's successors, "Agent"), having an address of Bank of America, N.A., Mail Code: NC1-026-06-03, 900 West Trade Street, 6th Floor, Charlotte, NC 28255-0001, Attention: Agency Management/Erik Truette. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement as hereinafter defined.

**WITNESSETH:**

**WHEREAS**, Grantor, Northwest Restaurants, Inc., a Washington corporation, Northwest Restaurants Oregon, Inc., an Oregon corporation, Coastal Plains Restaurants, LLC, a North Carolina limited liability company, and Plains Costal Properties, LLC, a North Carolina limited liability company (collectively, the "Existing Borrowers"), the lenders party thereto, and Bank of America, N.A., as Administrative Agent thereunder, are parties to that certain Third Amended and Restated Credit Agreement, dated as of September 18, 2018, which was an amendment and restatement of that certain Second Amended and Restated Credit Agreement dated as of January 21, 2015 (as amended prior to the date hereof, the "Existing Credit Agreement");

**WHEREAS**, to secure the obligations under the Existing Credit Agreement, Grantor executed and delivered to the Agent that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of February 8, 2017 and recorded in the Office of the Recorder for

Store No. 33154 (389)  
Salt Lake County, UT  
1962 E Fort Union Blvd, Salt Lake City, UT 84121

Salt Lake County, Utah as **Entry No. Entry Number 12472813 in Book 10528 at Page 1120** (the "Existing Deed of Trust");

**WHEREAS**, Existing Borrowers, Border Foods of Montana, LLC, a Montana limited liability company, and Marvin Development of Montana, LLC, a Montana limited liability company (collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and Bank of America, N.A., as Administrative Agent and Swing Line Lender have entered into that certain Fourth Amended and Restated Credit Agreement, dated as of the date hereof, which amends and restates the Existing Credit Agreement (the Existing Credit Agreement, as amended and restated by the Fourth Amended and Restated Credit Agreement, and as the same may hereafter be amended, modified, supplemented or amended and restated from time to time, the "Credit Agreement"), on the terms and conditions set forth therein including, among other things, an extension of the maturity date (the "Amendment and Restatement"); and

**WHEREAS**, as a condition to the foregoing, Grantor and the Agent have agreed to amend the Existing Deed of Trust, as follows:

**NOW, THEREFORE**, Grantor and Agent, in consideration of the premises, the mutual covenants and conditions contained in the Credit Agreement, and other valuable consideration, receipt of which is hereby acknowledged, do hereby agree as follows:

1. **Modifications to Deed of Trust.** The Existing Deed of Trust shall be, and the same hereby is, modified and amended to provide as follows:

(a) The term "Credit Agreement" is hereby replaced with the definition of such term in the recitals to this Agreement.

(b) Section 1.1 of the Existing Deed of Trust is hereby amended to replace the reference to "One Hundred Thirty Four Million Nine Hundred Forty Seven Thousand Five Hundred Three and 68/100 Dollars (\$134,947,503.68)" with "Two Hundred Eighty-One Million Five Hundred Thousand and No/100 Dollars (\$281,500,000.00)".

(c) Section 6.29 of the Existing Deed of Trust is hereby amended to replace the reference to "Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00)" with "Five Hundred Sixty-Three Million and No/100 Dollars (\$563,000,000.00)".

2. **Grant.** To confirm the liens of the Trustee and the Agent in the Property (as defined in the Existing Deed of Trust, as amended by this Agreement) and to secure payment and performance of the Secured Obligations (as defined in the Existing Deed of Trust, as amended by this Agreement) and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably GRANTS, TRANSFERS, BARGAINS, SELLS, CONVEYS, and ASSIGNS to Trustee, IN TRUST, WITH POWER OF SALE, and with right of entry and possession as provided in the Existing Deed of Trust, all of Grantor's right, title, interest, claim or demand whatsoever in the Property, and does further grant a security interest to Agent, for the benefit of the Secured Parties, in all fixtures and personal property described in the Existing Deed of Trust, as well as all other Property in which a security interest may be created under the Utah Uniform Commercial Code.

TO HAVE AND TO HOLD the Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Trustee, its beneficiaries, successors and assigns, for the benefit of itself, the Agent and the other Secured Parties, forever for the uses and purposes set forth in the Existing Deed of Trust, as amended by this Agreement.

3. **References to Deed of Trust.** All references to the “Deed of Trust” herein and in the Existing Deed of Trust shall hereafter be to the Existing Deed of Trust as modified by this Agreement and as further amended, modified, restated, supplemented, extended or renewed from time to time.

4. **Miscellaneous.**

(a) The Grantor acknowledges that the lien of the Deed of Trust secures the “secured indebtedness” as defined in Section 1.5 of the Existing Deed of Trust.

(b) The Grantor and the Agent acknowledge and agree that (i) the amendments to the Existing Credit Agreement pursuant to the Amendment and Restatement of the Credit Agreement do not constitute a novation of such credit agreement or the indebtedness described therein; (ii) the issuance of any new Notes in replacement of, and in substitution for, the promissory notes previously delivered pursuant to the Existing Credit Agreement shall not be construed as a novation and shall not affect, diminish or abrogate Grantor’s liability under the Deed of Trust or the priority of the Deed of Trust; and (iii) modifications to the Existing Deed of Trust set forth in this Agreement do not constitute a novation.

(c) Except as specifically amended, extended or modified herein, all other covenants, terms and conditions of the Existing Deed of Trust shall remain in full force and effect, and the Grantor hereby acknowledges and confirms its obligations thereunder.

(d) This Agreement shall bind and inure to the benefit of the parties hereto, and their successors and assigns.

(e) The Grantor agrees that nothing herein contained shall impair the security now held or the secured indebtedness, nor shall anything contained herein waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Existing Deed of Trust except as amended hereby, or affect or impair any rights, powers or remedies under the secured indebtedness, the Existing Deed of Trust, or any of the other Loan Documents. Grantor further agrees that the Agent reserves all rights and remedies it may have as against all parties liable for repayment of the secured indebtedness.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Agent have entered into this Agreement as of the date first set forth above.

GRANTOR:

**GOLDEN SPIKE RESTAURANTS, LLC**, a Utah limited liability company

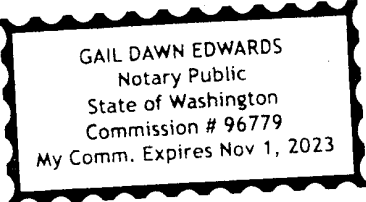
By: [Signature]  
Name: Brett Sibert  
Title: Manager

STATE OF WASHINGTON )  
                                      ) ss.  
COUNTY OF KING )

The foregoing instrument was acknowledged before me this 8 day of June, 2021, by **Brett Sibert** as the Manager of GOLDEN SPIKE RESTAURANTS, LLC, a Utah limited liability company.


(Seal)

[Signature]  
Notary Name: Gail Dawn Edwards  
Title: Notary Public  
Residing at: Spokane Falls City  
My appointment expires: 11/1/23



AGENT:

**BANK OF AMERICA, N.A.**,  
a national banking association, as Agent

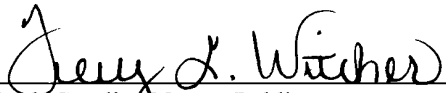
By:   
Name: Erik Truette  
Title: Vice President

STATE OF NORTH CAROLINA    )  
  ) ss.  
COUNTY OF MECKLENBURG    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2021, by **Erik Truette** as a Vice President of BANK OF AMERICA, N.A., a national banking association.

(Seal)



  
North Carolina Notary Public  
Notary Printed Name: Terry L. Witcher  
My appointment expires: September 1, 2024

Signature Page  
First Amendment to Utah Leasehold Deed of Trust

Store No. 33154 (389)  
Salt Lake County, UT

Exhibit A

Legal Description

Leasehold estate in the following parcel(s) of real property:

PARCEL 1:

Beginning at a point on the South Right-of-Way line for Fort Union Boulevard (40 foot half width), said point being West 33.00 feet and North 56.07 feet and North 82°55'00" West 157.05 feet and South 7.05 feet from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 150.00 feet; thence North 82°55'00" West 75.73 feet; thence South 14.95 feet; thence North 87°39'00" West 84.14 feet; thence North 171.95 feet to a point on said South Right-of-Way line of Fort Union Boulevard; thence South 82°55'00" East along said South Right-of-Way line 160.45 feet to the point of beginning.

PARCEL 2:

A non-exclusive easement for vehicular and pedestrian ingress and egress as set forth in Grant of Easement recorded November 18, 1992 as Entry No. 5375631 in Book 6557 at Page 944 over the following described premises, to wit:

Commencing West 33 feet and South 120.98 feet from the Southeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 82°55' West 157.05 feet; thence North 20 feet; thence North 82°55' West 75.73 feet; thence South 40 feet; thence South 82°55' East 232.78 feet to the West line of 20th East Street; thence North 20 feet to the place of commencement.

Tax Parcel Numbers: 22-21-483-016-0000, 22-28-229-009-0000, 22-28-229-012-0000 and  
22-21-483-018-0000

Property Address: 1962 E Fort Union Blvd, Salt Lake City, UT 84121

Exhibit A to  
First Amendment to Utah Leasehold Deed of Trust

144998935-M

Store No. 33154 (389)

**BK 11192 PG 4187**

Store No. 33154 (389)  
Salt Lake County, UT

SCHEDULE 1

GROUND LEASE

That certain Lease Agreement dated May 31, 1989 by and between Gregory E. Austin, as Landlord, and UTACO, a Utah corporation, as Tenant, as the same may have been or may hereafter be amended from time to time, a memorandum of which is recorded as Entry No. 4782900 in Book 6132, Page 1040 in the Office of the Recorder for Salt Lake County, Utah. Tenant's interest in said lease was assigned to ES-O-EN Corp., an Oregon corporation, as evidenced by Memorandum of Assignment of Lease and Consent recorded as Entry No. 7079546 in Book 8087, Page 1964 in the aforesaid Recorder's Office. Tenant's interest in said lease was assigned to Golden Spike Restaurants, LLC, a Utah limited liability company, as evidenced by Memorandum of Assignment of Lease recorded as Entry No. 12472760 in Book 10528, Page 527 in the aforesaid Recorder's Office.

Schedule 1 to  
First Amendment to Utah Leasehold Deed of Trust

144998935-M

Store No. 33154 (389)

**BK 11192 PG 4188**