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ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
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DOCUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

Latham & Watkins LLP
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New York, New York 10022-4802
Attn: Betsy Mukamal

APN(s): 15-07-477-005

106942-TTF

COOKIE TREE LLC
(Trustor)

to

COTTONWOOD TITLE INSURANCE AGENCY, INC.
(Trustee)

for the Benefit of

ARES CAPITAL CORPORATION
(Beneficiary)

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

Dated: As of October 31, 2018
Property Location: 4010 West Advantage Circle, Salt Lake City, Utah 84104

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

This **DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**, dated as of October 31, 2018 (as it may be amended, supplemented or otherwise modified from time to time, this "Security Instrument"), by and from Cookietree LLC, a Delaware limited liability company (as successor by conversion to Cookietree, Inc., a Utah corporation), with an address at 2201 Broadway St, San Antonio, TX 78215 ("Trustor"), to Cottonwood Title Insurance Agency, Inc., a Utah corporation, with an address at 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121 ("Trustee"), as trustee, for the benefit of Ares Capital Corporation, with an address at 245 Park Avenue, 44th Floor, New York, NY 10167 as collateral agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns, "Beneficiary").

RECITALS:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of March 30, 2018 (as supplemented by that certain Joinder Agreement, dated as of October 31, 2018 and as may be further amended, amended and restated, restated, replaced, supplemented or otherwise modified from time to time, the "**First Lien Credit Agreement**"), each of the financial institutions named therein (the "**First Lien Lenders**") and JPMorgan Chase Bank, N.A. ("**First Lien Agent**"), as administrative agent and collateral agent for itself and the First Lien Lenders, made certain loans to CHG PPC Parent LLC, a Delaware limited liability company (the "**Company**") (the "**First Lien Loans**");

WHEREAS, in connection with the First Lien Loans, Trustor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority security interest in and a deed of trust lien upon the Trust Property pursuant to that certain First Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of the date hereof (the "**First Mortgage**");

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of March 30, 2018 (as supplemented by that certain Joinder Agreement, dated as of October 31, 2018 and as may be further amended, amended and restated, restated, replaced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), each of the financial institutions named therein (the "**Lenders**") and Ares Capital Corporation ("**Agent**"), as administrative agent and collateral agent for itself and the Lenders, made certain loans to the Company (the "**Loans**");

WHEREAS, this Security Instrument, and all rights and authority conveyed to Beneficiary hereby, shall be subordinate to the First Mortgage for as long as the First Mortgage is outstanding;

WHEREAS, in order to induce the Lenders to consent to the entry into the Credit Agreement by Trustor and to induce the Lenders to extend credit and other financial accommodations and lend monies to or for the benefit of Trustor, Beneficiary, Trustor and certain other parties have agreed to the subordination, intercreditor and other provisions set forth in the Intercreditor Agreement (as hereinafter defined); and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Beneficiary and Trustor agree as follows:

SECTION 1. DEFINITIONS

1.1 Definitions. Capitalized terms used herein (including the recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

“**Intercreditor Agreement**” shall have the meaning ascribed to it in Section 12.7 herein.

“**Trust Property**” means all of Trustor’s interest in (i) the real property described in Exhibit A, together with any greater or additional estate therein as hereafter may be acquired by Trustor (the “Land”); (ii) all improvements now owned or hereafter acquired by Trustor, now or at any time situated, placed or constructed upon the Land subject to the liens permitted under Section 7.01 of the Credit Agreement (“Permitted Liens”), (the “Improvements”; the Land and Improvements are collectively referred to as the “Premises”); (iii) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Trustor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the “Fixtures”); (iv) all right, title and interest of Trustor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Trustor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the “Personalty”); (v) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Trustor with respect to the Trust Property (the “Deposit Accounts”); (vi) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (other than Trustor) a possessory interest in, or the right to use, all or any part of the Trust Property, together with all related security and other deposits subject to depositors rights and requirements of law (the “Leases”); (vii) all of the rents (including those as defined in the Utah Act), revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Trust Property (the “Rents”), (viii) to the extent mortgageable or assignable all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Trust Property (the “Property Agreements”); (ix) to the extent mortgageable or assignable all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (x) all property tax refunds payable to Trustor (the “Tax Refunds”) with respect to the Premises; (xi) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “Proceeds”); (xii) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Trustor (the “Insurance”); and (xiii) all of Trustor’s right, title and

interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty (the “Condemnation Awards”). As used in this Security Instrument, the term “Trust Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

“**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 Security Agreement.

“**UCC**” means the Uniform Commercial Code of New York or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

“**Utah Act**” means the Utah Uniform Assignment of Rents Act, *Utah Code Ann. Section 57-26-101 et seq.*

1.2 Interpretation. References to “Sections” shall be to Sections of this Security Instrument unless otherwise specifically provided. Section headings in this Security Instrument are included herein for convenience of reference only and shall not constitute a part of this Security Instrument for any other purpose or be given any substantive effect. The rules of construction set forth in the Credit Agreement shall be applicable to this Security Instrument mutatis mutandis. If any conflict or inconsistency exists between this Security Instrument and the Credit Agreement, the Credit Agreement shall govern.

SECTION 2. GRANT

To secure the full and timely payment and performance of the Secured Obligations, Trustor MORTGAGES, GRANTS, WARRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS WITH POWER OF SALE, subject to the Permitted Liens, for the use and benefit of Beneficiary, in trust, the Trust Property, TO HAVE AND TO HOLD the Trust Property unto Trustee, its successors and assigns, for the benefit of Beneficiary, its successors and assigns, forever, and, and Trustor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Trust Property unto Trustee for so long as any of the Secured Obligations remain outstanding, upon the trust, terms and conditions contained herein.

SECTION 3. WARRANTIES, REPRESENTATIONS AND COVENANTS

3.1 Due Execution, Delivery and Enforceability. Trustor represents and warrants to Beneficiary that this Security Instrument has been duly executed and delivered by Trustor and constitutes a legal, valid and binding obligation of Trustor, enforceable in accordance with its terms.

3.2 Title. Trustor represents and warrants to Beneficiary that except for the Permitted Liens, (a) Trustor owns the Trust Property free and clear of any liens, claims or interests, and (b) this Security Interest creates valid, enforceable first priority liens and security interests against the Trust Property.

3.3 Second Lien Status. Trustor shall preserve and protect the second lien and security interest status of this Security Instrument and the other Loan Documents to the extent related to the Trust Property. If any lien or security interest other than a Permitted Lien is filed against the Trust Property, Trustor shall within thirty (30) Business Days after notice of the filing thereof, and at its expense, (a) give Beneficiary a detailed written notice of such second lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released. Notwithstanding the foregoing, Trustor shall not be required to pay the underlying claim in full or cause it to be released, so long as Trustor shall contest, in good faith and at its expense, the existence, the amount or the validity thereof, the amount of the damages caused thereby, or the extent of its or Trustor's liability therefor, by appropriate proceedings which operate during the pendency thereof to prevent (i) the collection of amount of the lien so contested (or such amount being contested has been paid under protest by Trustor) and (ii) the sale, forfeiture or loss of any of the Trust Property.

3.4 Payment and Performance. Trustor shall pay the Secured Obligations when due under the Loan Documents and shall perform the Secured Obligations in full when they are required to be performed as required under the Loan Documents subject to any applicable grace, notice, and cure periods.

3.5 Replacement of Fixtures and Personalty. Except as otherwise permitted in Section 7.05 of the Credit Agreement, Trustor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements.

3.6 Inspection. To the extent required by Section 6.10 of the Credit Agreement, Trustor shall permit Beneficiary, and Beneficiary's agents, representatives and employees, upon three (3) Business Days' prior written notice to Trustor, during Trustor's normal business hours, and not more than one time per calendar year except during an occurrence of an Event of Default, to inspect the Trust Property and all books and records of Trustor located thereon; provided, such inspections shall not materially interfere with the use and operation of the Trust Property.

3.7 Covenants Running with the Land. All Secured Obligations contained in this Security Instrument are intended by Trustor and Beneficiary to be, and shall be construed as, covenants running with the Trust Property. As used herein, "Trustor" shall refer to the party named in the first paragraph of this Security Instrument and to any subsequent owner of all or any portion of the Trust Property. All Persons who may have or acquire an interest in the Trust Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Loan Documents; provided, however, that no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary. In addition, all of the covenants of Trustor in any Loan Document party thereto are incorporated herein by reference and, together with covenants in this Section, shall be covenants running with the land.

3.8 Condemnation Awards and Insurance Proceeds. To the extent any condemnation awards and compensation or insurance proceeds would constitute Net Proceeds pursuant to Section 2.05(b)(ii) of the Credit Agreement (a) Trustor assigns all awards and compensation to which it is entitled for any condemnation or other taking, or any purchase in lieu thereof, to Beneficiary and authorizes Beneficiary to collect and receive such awards and

compensation and to give proper receipts and acquittances therefor, subject to the terms of the Credit Agreement; (b) Trustor assigns to Beneficiary all proceeds of any insurance policies insuring against loss or damage to the Trust Property, subject to the terms of the Credit Agreement; and (c) Trustor authorizes Beneficiary to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Beneficiary, instead of to Trustor and Beneficiary jointly, subject to the terms of the Credit Agreement.

3.9 Change in Tax Law. Upon the enactment of or change in (including, without limitation, a change in interpretation of) any applicable law (i) deducting or allowing Trustor to deduct from the value of the Trust Property for the purpose of taxation any lien or security interest thereon or (ii) subjecting Beneficiary or any of the Lenders to any tax or changing the basis of taxation of Security Instruments, deeds of trust, or other liens or debts secured thereby, or the manner of collection of such taxes, in each such case, so as to affect this Security Instrument, the Secured Obligations or Beneficiary, and the result is to increase the taxes imposed upon or the cost to Beneficiary of maintaining the Secured Obligations, or to reduce the amount of any payments receivable hereunder, then, and in any such event, Trustor shall, within ten (10) Business Days of written demand, pay to Beneficiary and the Lenders additional amounts to compensate for such increased costs or reduced amounts, provided that if any such payment or reimbursement shall be unlawful, or taxable to Beneficiary, or would constitute usury or render the Secured Obligations wholly or partially usurious under applicable law, then Trustor shall pay or reimburse Beneficiary or the Lenders for payment of the lawful and non-usurious portion thereof.

3.10 Security Instrument Tax. Trustor shall (i) pay when due any tax imposed upon it or upon Beneficiary or any Lender or Lender Counterparty pursuant to the tax law of the state in which the Trust Property is located in connection with the execution, delivery and recordation of this Security Instrument and any of the other Loan Documents, and (ii) prepare, execute and file any form required to be prepared, executed and filed in connection therewith.

3.11 Reduction Of Secured Amount. In the event that the amount secured by the Security Instrument is less than the Secured Obligations, then the amount secured shall be reduced only by the last and final sums that Borrower repays with respect to the Secured Obligations and shall not be reduced by any intervening repayments of the Secured Obligations. So long as the balance of the Secured Obligations exceeds the amount secured, any payments of the Secured Obligations shall not be deemed to be applied against, or to reduce, the portion of the Secured Obligations secured by this Security Instrument. Such payments shall instead be deemed to reduce only such portions of the Secured Obligations as are secured by other collateral located outside of the state in which the Trust Property is located or as are unsecured.

3.12 Prohibited Transfers. Except as expressly prohibited by the Credit Agreement and the other Loan Documents, Trustor may, without the prior written consent of Beneficiary, dispose of all or any part of the Trust Property.

SECTION 4. DEFAULT AND FORECLOSURE

4.1 Remedies. If an Event of Default has occurred and is continuing, Beneficiary may, at Beneficiary's election, exercise any or all of the following rights, remedies and recourses:

(a) declare the Secured Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Trustor to the extent permitted by applicable law), whereupon the same shall become immediately due and payable;

(b) enter the Trust Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Trustor remains in possession of the Trust Property after an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Trustor;

(c) hold, lease, develop, manage, operate or otherwise use the Trust Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary reasonably deems necessary or desirable), and apply all Rents and other amounts collected by Beneficiary in connection therewith in accordance with the provisions hereof;

(d) institute proceedings for the complete foreclosure of this Security Instrument, in accordance with *Utah Code Ann. §57-1-23*, either by judicial action or by power of sale, in which case the Trust Property may be sold for cash or credit in one or more parcels. The Beneficiary shall cause Trustee to execute and record a notice of default in accordance with *Utah Code Ann. §57-1-24* or other applicable law. After the lapse of such time as may then be required by *Utah Code Ann. §57-1-24*, and following the recordation of notice of sale as required by *Utah Code Ann. §57-1-25* and *§57-1-26* or other applicable law, Trustee without demand on Trustor, may sell the Trust Property as provided in the notice of sale or directed by the Beneficiary pursuant to *Utah Code Ann. §57-1-28(1)(a)*, provided, if the sale is postponed for longer than forty-five (45) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by *Utah Code Ann. §57-1-27*. Following any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Trustor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Trustor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Trustor. Beneficiary or any of the Lenders may be a purchaser at such sale, in accordance with *Utah Code Ann. §57-1-28(1)(h)*, and if Beneficiary is the highest bidder, Beneficiary shall credit the portion of the purchase price that would be distributed to Beneficiary against the Secured Obligations in lieu of paying cash. In the event this Security Instrument is foreclosed by judicial action, appraisal of the Trust Property is waived;

(e) make application to a court of competent jurisdiction, as and when provided in the Utah Uniform Commercial Real Estate Receivership Act, *Utah Code Ann. §78B-21-101* et seq., for, and obtain from such court as a matter of strict right and without notice to Trustor or regard to the adequacy of the Trust Property for the repayment of the Secured Obligations, the appointment of a receiver of the Trust Property, and Trustor irrevocably consents to such

appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Trust Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions hereof; and/or

(f) exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.

4.2 Separate Sales. The Trust Property may be sold in one or more parcels and in such manner and order as Beneficiary in good faith may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

4.3 Remedies Cumulative, Concurrent and Nonexclusive. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Trustor or others obligated under the Loan Documents, or against the Trust Property, or against any one or more of them, at the sole discretion of Beneficiary or the Lenders, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary or the Lenders in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

4.4 Release of and Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Trust Property, any part of the Trust Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their status as a first and prior lien and security interest in and to the Trust Property. For payment of the Secured Obligations, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Trustor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Trustor by virtue of law or judicial decision exempting the Trust Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment; (b) any right to a marshalling of assets or a sale in inverse order of alienation; (c) and the statutory right of redemption and equity of redemption.

4.6 Discontinuance of Proceedings. If Beneficiary or the Lenders shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary or the Lenders shall have the unqualified right to do so and, in such an event, Trustor and Beneficiary or the Lenders shall be restored to their former positions with respect to the Secured Obligations, the Loan Documents, the Trust Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary or the Lenders shall continue as if the right, remedy or recourse had never been invoked, but no such

discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary or the Lenders thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Trust Property, shall be applied by Beneficiary (or the receiver, if one is appointed) in accordance with the terms of the Credit Agreement, Security Agreement and Intercreditor Agreement. The balance of the indebtedness remaining unpaid, if any, shall remain fully due and owing in accordance with the term of the Credit Agreement or the Loan Documents. Trustor agrees to pay any deficiency arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any trustee's sale, and Beneficiary may commence suit to collect such deficiency in accordance with *Utah Code Ann. §57-1-32* or other applicable law. Trustor agrees for purposes of *Utah Code Ann. §57-1-32* that the value of the Trust Property as determined and set forth in an appraisal of the Trust Property as obtained by Beneficiary on or about the date of the sale or the recording of a notice of default and election to sell shall constitute the "fair market value" of the Trust Property for purposes of *Utah Code Ann. §57-1-32*.

4.8 Occupancy After Foreclosure. Any sale of the Trust Property or any part thereof will divest all right, title and interest of Trustor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Trustor retains possession of such property or any part thereof subsequent to such sale, Trustor will be considered a tenant at sufferance of the purchaser, and will, if Trustor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

4.9 Intentionally Omitted.

4.10 No Beneficiary in Possession. Neither the enforcement of any of the remedies under this Section, the assignment of the Rents and Leases under Section 5, the security interests under Section 6, nor any other remedies afforded to Beneficiary or the Lenders under the Loan Documents, at law or in equity shall cause Beneficiary or any Lender to be deemed or construed to be a Beneficiary in possession of the Trust Property, to obligate Beneficiary or any Lender to lease the Trust Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

4.11 Additional Provisions.

(a) Trustor knowingly waives, to the fullest extent permitted by applicable law, the rights, protections and benefits afforded to Trustor under *Utah Code Ann. §78B-6-901* (formerly *Utah Code Ann. §78-37-1*) and *Utah Code Ann. §57-1-32* and any successor or replacement statute or any similar laws of benefits.

(b) In the event of any amendment to the provisions *Utah Code Title 57* or other provisions of the Utah Code referenced in this Security Instrument, this Security Instrument shall, at the sole election of Beneficiary, be deemed amended to be consistent with such amendments or

Beneficiary may elect not to give effect to such demand amendments hereto if permitted by applicable law.

SECTION 5. ASSIGNMENT OF RENTS AND LEASES

5.1 Assignment. In furtherance of and in addition to the assignment made by Trustor herein, Trustor hereby absolutely and unconditionally assigns, sells, transfers, warrants, and conveys to Beneficiary all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Trustor shall have a revocable license from Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Secured Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Trustor, the license herein granted shall automatically expire and terminate, without notice by Beneficiary (any such notice being hereby expressly waived by Trustor).

5.2 Intentionally Omitted.

5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Trustor and Beneficiary agree that (a) this Security Instrument shall constitute a “security agreement” for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Security Instrument extends to property of Trustor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

This Section 5 is subject to the Utah Act, and in the event of any conflict or inconsistency between the provisions of this Section 5 and the provisions of the Utah Act, the provisions of the Utah Act shall control and Beneficiary shall have all rights and remedies available under the Utah Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

SECTION 6. SECURITY AGREEMENT

6.1 Security Interest. This Security Instrument constitutes a “security agreement” on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards (collectively, the “UCC Collateral”). To this end, Trustor grants to Beneficiary a first and prior security interest in the UCC Collateral and all other Trust Property which is personal property to secure the payment and performance of the Secured Obligations subject to the Permitted Liens, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the UCC Collateral sent to

Trustor at least ten (10) Business Days prior to any action under the UCC shall constitute reasonable notice to Trustor. Notwithstanding the foregoing, to the extent any of the UCC Collateral constitutes "Article 9 Collateral" under the Security Agreement, Security Agreement shall govern and control Beneficiary's security interest in such UCC Collateral in all respects.

6.2 Financing Statements. Trustor shall execute and deliver to Beneficiary, in form and substance satisfactory to Beneficiary, such financing statements and such further assurances as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder and Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Trustor's chief executive office is at the address set forth in the preamble of this Security Instrument.

6.3 Fixture Filing. THIS SECURITY INSTRUMENT CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE TRUST PROPERTY IN WHICH A PERSON PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, LENDER IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR." TRUSTOR IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN.

SECTION 7. ATTORNEY-IN-FACT

During the continuation of an Event of Default, Trustor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, if Trustor shall fail to do so within ten (10) Business Days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Security Instrument or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Fixtures, Personalty, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Trust Property, and (d) while any Event of Default exists, to perform any obligation of Trustor hereunder; provided, (i) Beneficiary shall not under any circumstances be obligated to perform any obligation of Trustor; (ii) any sums advanced by Beneficiary in such performance shall be added to and included in the definition of Secured Obligations and shall bear interest at the rate or rates at which interest is then computed on the Secured Obligations provided that from the date incurred said advance is not repaid within five (5) Business Days demand therefor; (iii) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (iv) Beneficiary shall not be liable to Trustor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

SECTION 8. BENEFICIARY AS AGENT

Beneficiary has been appointed to act as Beneficiary hereunder by the Secured Parties. Beneficiary shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Trust Property), solely in accordance with this Security Instrument and the Credit Agreement. Beneficiary shall at all times be the same Person that is Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to terms of the Credit Agreement shall also constitute notice of resignation as Beneficiary under this Security Instrument; removal of Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute removal as Beneficiary under this Security Instrument; and appointment of a successor Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute appointment of a successor Beneficiary under this Security Instrument. Upon the acceptance of any appointment as Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Beneficiary under this Security Instrument, and the retiring or removed Beneficiary under this Security Instrument shall promptly (i) transfer to such successor Beneficiary all sums, securities and other items of Trust Property held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Beneficiary under this Security Instrument, and (ii) execute and deliver to such successor Beneficiary such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Beneficiary of the security interests created hereunder, whereupon such retiring or removed Beneficiary shall be discharged from its duties and obligations under this Security Instrument thereafter accruing. After any retiring or removed Administrative Agent's resignation or removal hereunder as Beneficiary, the provisions of this Security Instrument shall continue to enure to its benefit as to any actions taken or omitted to be taken by it under this Security Instrument while it was Beneficiary hereunder.

SECTION 9. TERMINATION AND RELEASE.

Upon payment and performance in full of the Obligations, subject to and in accordance with the terms and provisions of the Credit Agreement, Beneficiary, at Trustor's expense, shall release the liens and security interests created by this Security Instrument or reconvey the Trust Property to Trustor.

SECTION 10. UTAH SPECIFIC PROVISIONS

10.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Section 10 and the other provisions of this Security Instrument, the terms and conditions of this Section 10 shall control and be binding.

10.2 Remedies of Beneficiary. Subject to the provisions of the Credit Agreement, upon the occurrence and during the continuance of an Event of Default under the terms of the Credit Agreement, in addition to any rights and remedies provided for in the Credit Agreement, and to the extent permitted by applicable law, the following provisions apply:

(a) Sale by Trustee Pursuant to Power of Sale; Judicial Foreclosure. After the lapse of such time as may then be required by *Utah Code Ann. § 57-1-24* or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by *Utah Code Ann. § 57-1-25* and *§ 57-1-26* or other applicable law, Trustee, without demand on Trustor, shall sell the Trust Property on the date and at the time and place designated in the notice of sale, in such order as Beneficiary may determine (but subject to Trustor's statutory right under *Utah Code Ann. § 57-1-27* to direct the order in which the Trust 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 or on such other terms as are set forth in the notice of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such 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 forty-five (45) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by *Utah Code Ann. § 57-1-27*. Trustee shall execute and deliver to the purchaser a Trustee's Deed, in accordance with *Utah Code Ann. § 57-1-28*, conveying the Trust Property so sold, but without any covenant of 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 in accordance with the terms of the Credit Agreement, Security Agreement and Intercreditor Agreement.

Upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Trust Property, whether by payment of cash or by credit bid in accordance with *Utah Code Ann. § 57-1-28(1)(b)*. In the event of a successful credit bid, Beneficiary shall make settlement for the purchase price by crediting to the obligations of Trustor secured by this Security Instrument such credit bid amount. Beneficiary, upon so acquiring the Trust Property or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws. For purposes of *Utah Code Ann. § 57-1-28*, (i) Trustor agrees that all default rate interest and late charges, if any, owing from time to time under this Security Instrument shall constitute a part of and be entitled to the benefits of Beneficiary's lien upon the Trust Property, and (ii) Beneficiary may add all default rate interest and late charges, if any, owing from time to time under the Credit Agreement to the principal balance of the Credit Agreement, and in either case Beneficiary may include the amount of all unpaid late charges in any credit bid it may make at a foreclosure sale of the Trust Property pursuant to this Security Instrument.

In the event of any amendment to the provisions of *Utah Code Ann. Title 57* or other provisions of Utah Code referenced in this Security Instrument, this Security Instrument shall, at the sole election of Beneficiary, be deemed amended to be consistent with such amendments or Beneficiary may elect not to give effect to such deemed amendments hereto if permitted by applicable law.

(b) Election to Foreclose as a Mortgage. Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Security Instrument 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 reasonable attorneys' fees and disbursements in such amount as shall be fixed by the court. Trustor hereby waives all rights to the marshaling of Trustor's assets encumbered by this Security Instrument to the fullest extent permitted by law, and all rights to require the Trust Property to be sold in several parcels. The proceeds or avails of such a sale pursuant to the foreclosure of this Security Instrument as a mortgage shall first be applied to pay all reasonable fees, charges, costs of conducting such sale and advertising the Trust Property, and attorneys' fees as herein provided, second to pay to Beneficiary the then outstanding amount owed with interest at the applicable rate set forth in this Security Instrument, and third to the Person so entitled. Beneficiary may purchase all or any part of the Trust Property at such sale. Any purchaser at such sale shall not be responsible for the application of the purchase money. During any redemption period subsequent to such sale, the amount of Beneficiary's bid entered at such sale shall bear interest at the Default Rate.

(c) **Deficiency.** Trustor agrees to pay any deficiency arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any trustee's sale, and Beneficiary may commence suit to collect such deficiency in accordance with *Utah Code Ann. § 57-1-32* or other applicable law. Trustor agrees for purposes of *Utah Code Ann. § 57-1-32* that the value of the Trust Property as determined and set forth in an appraisal of the Trust Property as obtained by Beneficiary on or about the date of the sale or the recording of a notice of default and election to sell shall constitute the "fair market value" of the Trust Property for purposes of *Utah Code Ann. § 57-1-32*.

(d) **Obligation Secured.** For purposes of *Utah Code Ann. §§ 57-1-32* and *57-1-28*, the total indebtedness secured by this Security Instrument shall include all amounts payable by Trustor hereunder, including any increased rate of interest, any defeasance or prepayment payments or other amounts or obligations, all of which shall constitute "beneficiary's lien on the trust property."

(e) **One Action Rule and Deficiency Statute.** Trustor knowingly waives, to the fullest extent permitted by applicable law, the rights, protections and benefits afforded to Trustor under *Utah Code Ann. §§ 78B-6-901* and *57-1-32* and any successor or replacement statute or any similar laws or benefits.

(f) **Reinstatement.** If Trustor, Trustor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Trust Property, reinstates this Security Instrument within three (3) months of the recordation of a notice of default in accordance with *Utah Code Ann. § 57-1-31(1)*, such party shall pay to Beneficiary the reasonable cancellation fee contemplated by *Utah Code Ann. § 57-1-31(2)*, as determined by Beneficiary, in accordance with its then current policies and procedures, whereupon Trustee shall record a notice of cancellation of the pending trustee's sale.

10.3 Acceptance By Trustee. Trustee accepts this trust when this Security Instrument, duly executed and acknowledged, is made a public record as provided by law.

10.4 Trustee's Fees and Expenses. In no event shall Trustor be required to pay to Trustee any fees or compensation in excess of amounts permitted by *Utah Code Ann. § 57-1-21.5*.

10.5 Substitution of Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Trust Property is situated, with a copy thereof being provided to the persons required by *Utah Code Annotated § 57-1-22* or any successor statute, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Security Instrument is recorded and the name and address of the new Trustee and all other information required by *Utah Code Annotated § 57-1-22* or any successor statute. In compliance with *Utah Code Annotated § 57-1-21.5*, the Trustee shall not require the trustor reinstating or paying of the loan or a beneficiary acquiring property through foreclosure to pay any costs that exceed the actual costs incurred by the Trustee.

10.6 Integration. PURSUANT TO *UTAH CODE ANN. § 25-5-4*, TRUSTOR IS NOTIFIED THAT THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS GOVERNING, EVIDENCING AND SECURING THE INDEBTEDNESS SECURED HEREBY REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

10.7 Liens. Trustor shall promptly discharge any mechanics', laborers', materialmen's or similar lien or any other lien, charge, attachment, or lis pendens filed or recorded against the Trust Property which relates to Trustor or the Trust Property.

SECTION 11. MULTI-SITE REAL ESTATE TRANSACTIONS.

Trustor acknowledges that this Security Instrument is one of a number of Security Instruments and other security documents ("Other Security Instruments") that secure the Secured Obligations. Trustor agrees that, subject to the terms of Section 10 hereof, the lien of this Security Instrument shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Beneficiary of any security for or guarantees of the Secured Obligations, or by any failure, neglect or omission on the part of Beneficiary to realize upon or protect any Obligation or any collateral security therefor including the Other Security Instruments. Subject to the terms of Section 10 hereof, the lien of this Security Instrument shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Secured Obligations or of any of the collateral security therefor, including the Other Security Instruments or any guarantee thereof, and, to the fullest extent permitted by applicable law, Beneficiary may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Instruments without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the Other Security Instruments shall not in any manner impair the indebtedness hereby secured or the lien of this Security Instrument and any exercise of the rights and remedies of Beneficiary hereunder shall

not impair the lien of any of the Other Security Instruments or any of Beneficiary's rights and remedies thereunder. To the fullest extent permitted by applicable law, Trustor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the Other Security Instruments separately or concurrently and in any order that it may deem appropriate and waives any right of subrogation.

SECTION 12. MISCELLANEOUS

12.1 Notices. Any notice and other communication required or permitted to be given under this Security Instrument shall be given in accordance with the notice provisions of the Credit Agreement to the address set forth therein.

12.2 Governing Law. THE PROVISIONS OF THIS SECURITY INSTRUMENT 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 SECURITY INSTRUMENT 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.

12.3 Severability. In case any provision in or obligation under this Security Instrument shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

12.4 Credit Agreement. In the event of any conflict or inconsistency with the terms of this Security Instrument and the terms of the Credit Agreement, the Credit Agreement shall control.

12.5 Time of Essence. Time is of the essence of this Security Instrument.

12.6 WAIVER OF JURY TRIAL. TRUSTOR, AND BY ACCEPTANCE OF THIS SECURITY INSTRUMENT, BENEFICIARY, HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.6.

12.7 Intercreditor Agreement.

(1) Notwithstanding anything herein to the contrary, the lien and security interest granted to Beneficiary pursuant to this Security Instrument and the exercise of any right or remedy by Beneficiary hereunder are subject to the provisions of the Closing Date Intercreditor Agreement, dated as of March 30, 2018 (the "Intercreditor Agreement") by and among Borrower, Beneficiary, as First Lien Collateral Agent (as defined therein), and Ares Capital Corporation, as Second Lien Collateral Agent (as defined therein), and such other parties as may be added thereto from time to time in accordance with the provisions thereof. In the event of any conflict between the subject matter provisions of the Intercreditor Agreement and this Security Instrument, such provisions set forth in the Intercreditor Agreement shall govern.

(2) No amendment or waiver of any provision of this Security Instrument shall be effective unless such amendment or waiver is made in compliance with the Intercreditor Agreement, to the extent provided for therein. The lien and security interests granted to Beneficiary are subject to the provisions of the Intercreditor Agreement, as therein provided.

12.8 Successors and Assigns. This Security Instrument shall be binding upon and inure to the benefit of Beneficiary and Trustor and their respective successors and assigns. Trustor shall not, without the prior written consent of Beneficiary, assign any rights, duties or obligations hereunder.

12.9 No Waiver. Any failure by Beneficiary to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Beneficiary shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions. No failure or delay on the part of Beneficiary or any Lender in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Security Instrument and the other Loan Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available.

12.10 Subrogation. To the extent proceeds of the Loan have been used to extinguish, extend or renew any indebtedness against the Trust Property, then Beneficiary shall be subrogated to all of the rights, liens and interests existing against the Trust Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Beneficiary.

12.11 Waiver of Stay, Moratorium and Similar Rights. Trustor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisal, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Security Instrument or the indebtedness secured hereby, or any agreement between Trustor and Beneficiary or any rights or remedies of Beneficiary.

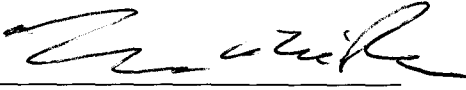
12.12 Entire Agreement. This Security Instrument and the other Loan Documents embody the entire agreement and understanding between Beneficiary and Trustor and supersede all prior agreements, written or oral, between such parties relating to the subject matter hereof and thereof.

12.13 Counterparts. This Security Instrument is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Trust Property is situated offshore or in more than one county, descriptions of only those portions of the Trust Property located in the county in which a particular counterpart is recorded shall be attached as Exhibit A thereto. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

Cookietree 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 Cookietree 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 29th day of October, 2018.

Kathleen N. S. Azzaro
Notary Public

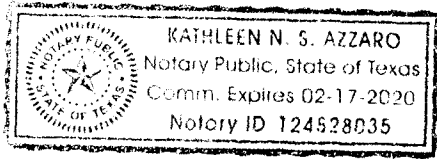


EXHIBIT A TO
SECURITY INSTRUMENT

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.