

WHEN RECORDED, RETURN TO:

Pickle Hide Project, LLC
386 West 500 South
Suite 100
Salt Lake City, UT 84101

184570-CAB

TIN 15-12-130-035 15-12-130-034
15-12-130-037

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND GRANT OF EASEMENTS FOR PICKLE & HIDE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR PICKLE & HIDE (the “*First Amendment*”) is made and entered into as of the 19th day of November, 2025, by **MOUNTAIN WEST DEVELOPMENT LLC**, a Delaware limited liability company using an assumed name in Utah of **PICKLE HIDE PROJECT, LLC** (referred to herein as either “*Declarant*”), and TBD HIDE LLC, a Delaware limited liability company (“*Managing Owner*”).

RECITALS

WHEREAS, Declarant executed, recorded and caused to be established that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Pickle & Hide (the “*Declaration*”), recorded with the Salt Lake County Recorder’s Office on July 3, 2024 as Entry No. 14260289, in Book 11502, Pages 3873 *et seq.* (the “*Declaration*”); and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration; and

WHEREAS, the Declaration encumbers all of that certain Property more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, in connection with the execution of a certain Lease Agreement (“*Lease*”) between Managing Owner, as landlord (“*Landlord*”), and CDO Granary LLC, an Arizona limited liability company, as tenant (“*Tenant*”), dated September 15, 2025, the Managing Owner agreed to modify the Declaration in the manner set forth in this Amendment, to protect certain of Tenant’s interests under the Lease.

AMENDMENT

NOW, THEREFORE, the Declarant, acting as Managing Owner pursuant to the authority granted by all Owners in accordance with Section 14.03(b) of the Declaration, hereby declares and amends the Declaration, as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this First Amendment in their entirety.

2. Project Map. Exhibit B-1 of the Declaration is hereby deleted in its entirety, and the Project Map attached to this Amendment as Exhibit B-1 is inserted in lieu thereof. Declarant acknowledges all Sites are designated in the Project Map as Mixed Use Sites.

3. Rules and Regulations. For so long as the Lease in effect, neither Declarant nor Managing Owner shall adopt, impose, and/or enforce any rules or regulations under the Declaration against Tenant, to the extent such rules or regulations materially increase the obligations imposed upon Tenant by the Lease, materially limit the rights of Tenant under the Lease, increase Tenant's financial obligations under the Lease, and/or are otherwise insistent with the Lease, nor will Declarant nor Managing Owner discriminate against Tenant in the application of any rules or regulations with respect to similarly situated tenants.

4. Parking. Managing Owner and Declarant hereby agree to comply with all of the parking rights and restrictions agreed to by Landlord, as set forth in Article 16 of the Lease (the "**Parking Rights**"), as though such Parking Rights were expressly set forth in this Declaration. The Parking Rights are set forth in Exhibit C attached hereto and incorporated herein. Without limiting the generality of the foregoing, Managing Owner and Declarant agree that neither of them shall alter or modify the Parking Rights granted to the Tenant under the Lease to use those certain Exclusive Parking Spaces, subject to and in accordance with the terms of the Lease, which Exclusive Parking Spaces are more particularly identified on Exhibit D-1 attached hereto and incorporated herein. Additionally, Managing Owner and Declarant agree that neither of them shall relocate or allocate use of the Exclusive Parking Spaces to any other party.

5. Signage. Declarant and Managing Owner hereby agree that, to the extent Managing Owner authorizes the placement of directional signage for the Project to be located in the drive aisles on either Kilby Court or Ed's Place Parcel (which parcels are identified on the Project Map), then the Tenant shall have the right to place and maintain (at Tenant's expense) Tenant's identifications on such signage in a prominent position on such signage, as reasonably approved by Managing Owner and the applicable Owner.

6. Waiver and Estoppel. Declarant and Managing Owner hereby acknowledge the existence of that certain Waiver Agreement and Estoppel Certificate dated November 19, 2025, which was executed by such parties in favor of Tenant. A copy of such Waiver and Estoppel is attached hereto as Exhibit E. Such Waiver and Estoppel, which specifically relates to the Tenant, is incorporated herein by reference, and is and shall remain in full force and effect for so long as the Lease is in effect and Tenant is not in default thereunder.

7. No Build Zone & No Kiosk Zone. For so long as the Lease in effect, neither Declarant nor Managing Owner shall (a) construct, erect or install (or allow to be constructed, erected or installed) any buildings or similar improvements, nor add, remove or reconfigure any sidewalks within the No Build Zone shown on attached Exhibit D-2 that adversely affect the size, configuration, frontage or storefront of the Premises (including the Outdoor Seating Area); (b) construct (or allow to be constructed, erected or installed) any improvements which interfere with visibility of or access to the Premises (including the Outdoor Seating Area) within the No Build Zone; or (c) construct (or allow to be constructed, erected or installed) any signage, directory, kiosk, cart, ATM, vending machine or other such obstruction within the No Kiosk Zone shown on attached Exhibit D-2.

8. Effect of Amendment. To the extent the terms of this First Amendment modify or conflict with any provisions of the Declaration, the terms of this First Amendment shall control. All other terms of the Declaration not modified by this First Amendment shall remain the same. This First

Amendment shall be recorded in the Office of the Salt Lake County Recorder against the Project, and is intended to and shall be deemed to run with the land, and together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of the Parties as owners of all or any portion of the Project, as applicable.

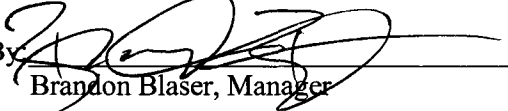
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IN WITNESS WHEREOF, this First Amendment is executed as of the date first above written.

DECLARANT:

MOUNTAIN WEST DEVELOPMENT LLC, a Delaware
limited liability company using an assumed name in Utah
of **PICKLE HIDE PROJECT, LLC**

By: BCG TBD Manager, LLC, a Delaware
limited liability company, its Managing Member

By: 
Brandon Blaser, Manager

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

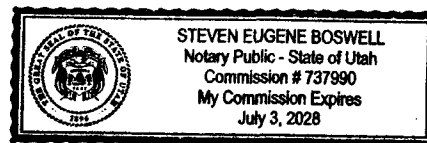
On the 19th day of November, 2025, the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Pickle & Hide was acknowledged before me by Brandon Blaser, in his capacity as Manager of BCG TBD Manager, LLC, a Delaware limited liability company, which is the Managing Member of Mountain West Development LLC, a Delaware limited liability company using an assumed name in Utah of Pickle Hide Project, LLC, on behalf of such company.



Notary Public
Residing at: Salt Lake City

My commission expires:

July 3, 2028

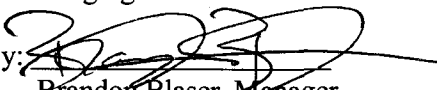


MANAGING OWNER:

TBD HIDE, LLC, a Delaware limited liability company

By: Mountain West Development, LLC,
its Sole Member

By: BCG TBD Manager, LLC,
its Managing Member

By: 
Brandon Blaser, Manager

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

On the 15th day of November, 2025, the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Pickle & Hide was acknowledged before me by Brandon Blaser, in his capacity as Manager of BCG TBD Manager, LLC, a Delaware limited liability company, which is the Sole Member of TBD Hide, LLC, a Delaware limited liability company, on behalf of such company.



Notary Public
Residing at: Salt Lake City

My commission expires:

July 3, 2028

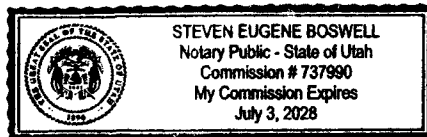


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1

A PARCEL A LAND LOCATED IN LOT 6, BLOCK 12, PLAT A, SALT LAKE CITY SURVEY, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, AND RUNNING THENCE NORTH 89°56'38" EAST 121.00 FEET ALONG THE NORTH LINE OF SAID LOT 6, THENCE SOUTH 0°01'22" EAST 212.00 FEET THENCE SOUTH 89°58'39" WEST 121.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6; THENCE NORTH 0°01'09" WEST 211.93 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Parcel 2

A PARCEL A LAND LOCATED IN LOT 4, 5 & 6, BLOCK 12, PLAT A, SALT LAKE CITY SURVEY, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE SOUTH 89°56'39" WEST 5.42 FEET ALONG THE WEST EXTENSION OF THE COMMON LINE OF SAID LOTS 4 AND 5 TO THE EAST RIGHT OF WAY LINE OF 400 WEST STREET; THENCE NORTH 0°00'58" WEST 147.30 FEET ALONG SAID RIGHT OF WAY LINE, THENCE NORTH 89°54'38" EAST 170.43 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5, SAID POINT BEING SOUTH 0°01'09" EAST 185.22 FEET ALONG SAID WEST LINE FROM THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 0°01'09" EAST 29.21 FEET ALONG THE EAST LINE OF SAID LOT 5; THENCE NORTH 89°58'39" EAST 121.01 FEET; THENCE NORTH 89°56'38" EAST 44.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6, SAID POINT BEING SOUTH 0°01'21" EAST 212.00 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 0°01'21" EAST 118.11 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF, THENCE SOUTH 89°56'39" WEST 190.31 FEET ALONG THE COMMON LOT LINES OF SAID LOTS 4, 5 & 6, THENCE SOUTH 0°00'05" WEST 30.11 FEET; THENCE NORTH 76°31'25" WEST 67.50 FEET; THENCE SOUTH 80°00'58" WEST 75.23 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH 0°00'58" WEST 27.29 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Parcel 3

A PARCEL A LAND LOCATED IN LOT 3 & 4, BLOCK 12, PLAT A, SALT LAKE CITY SURVEY, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 4, SAID POINT BEING SOUTH 0°00'58" EAST 27.29 FEET ALONG SAID WEST LINE FROM THE NORTHWEST CORNER OF SAID LOT 4, AND RUNNING THENCE NORTH 80°00'58" EAST 75.23 FEET; THENCE SOUTH 76°31'25" EAST 67.50 FEET; THENCE NORTH 0°00'05" EAST 30.11 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89°56'39" EAST 107.80 FEET ALONG THE NORTH LINE OF SAID LOTS 3 & 4; THENCE SOUTH 0°01'15" EAST 165.06 FEET; THENCE SOUTH 89°56'40" WEST 247.54 FEET TO A POINT ON SAID WEST LINE OF LOT 4; THENCE NORTH 0°00'58" WEST 137.76 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXHIBIT B-1

PROJECT MAP

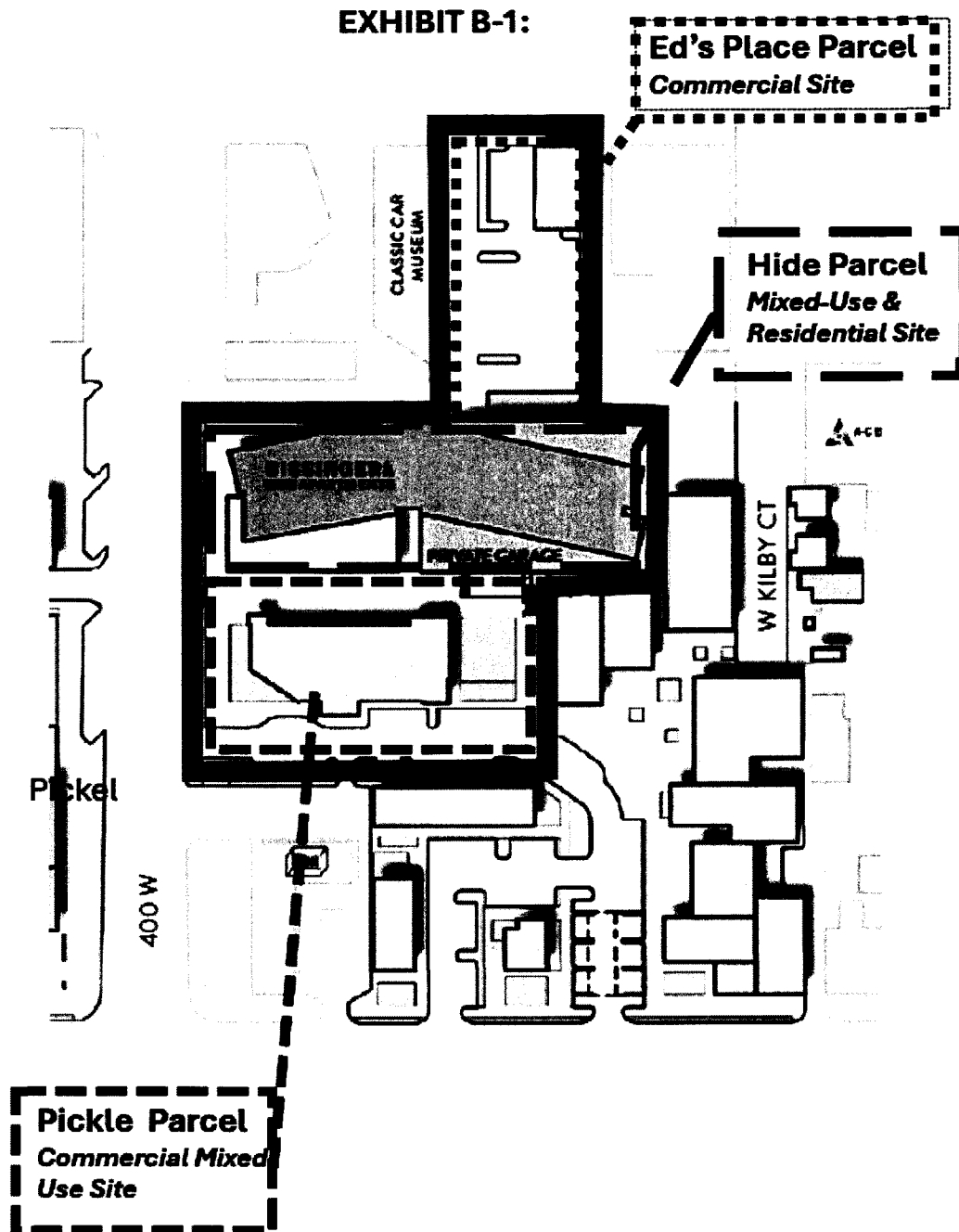


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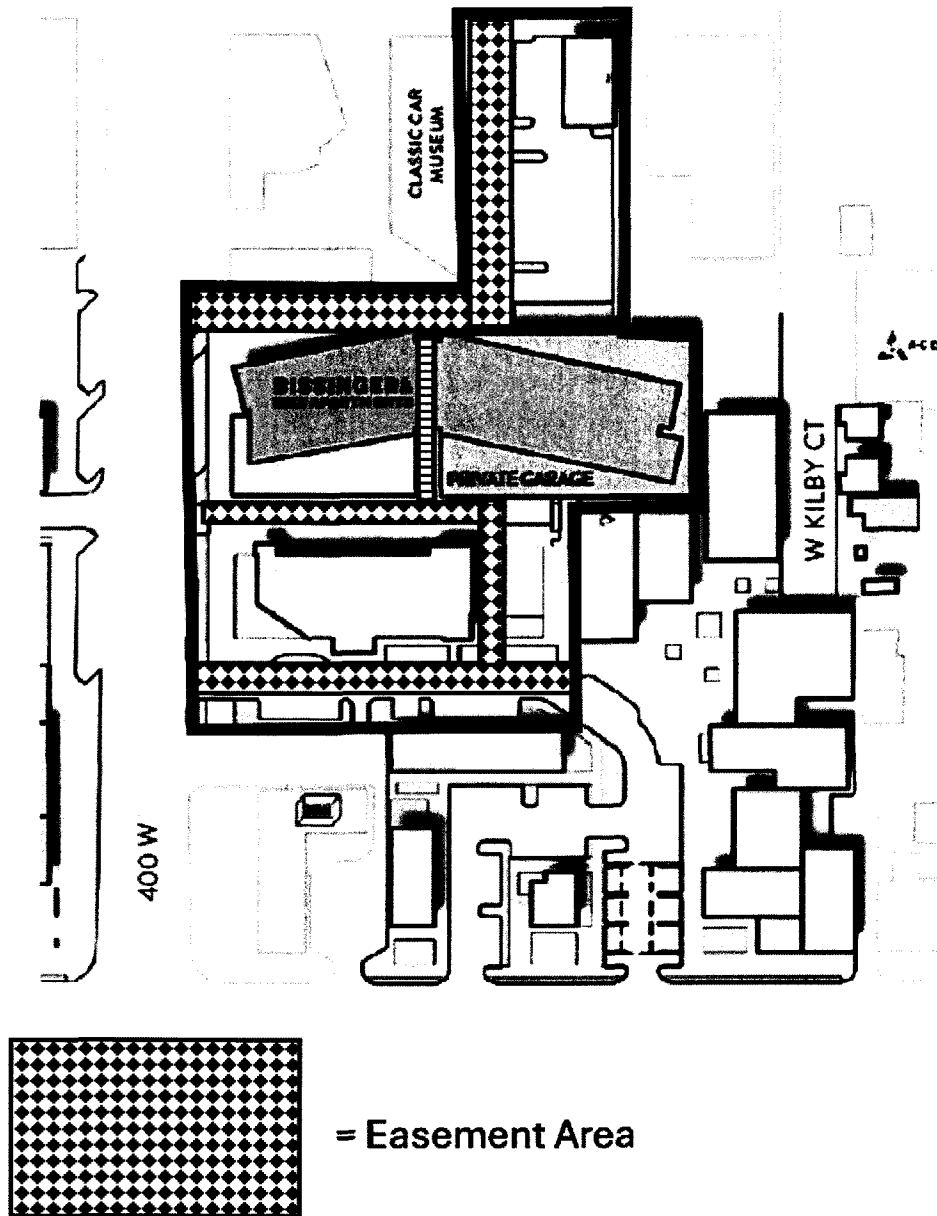


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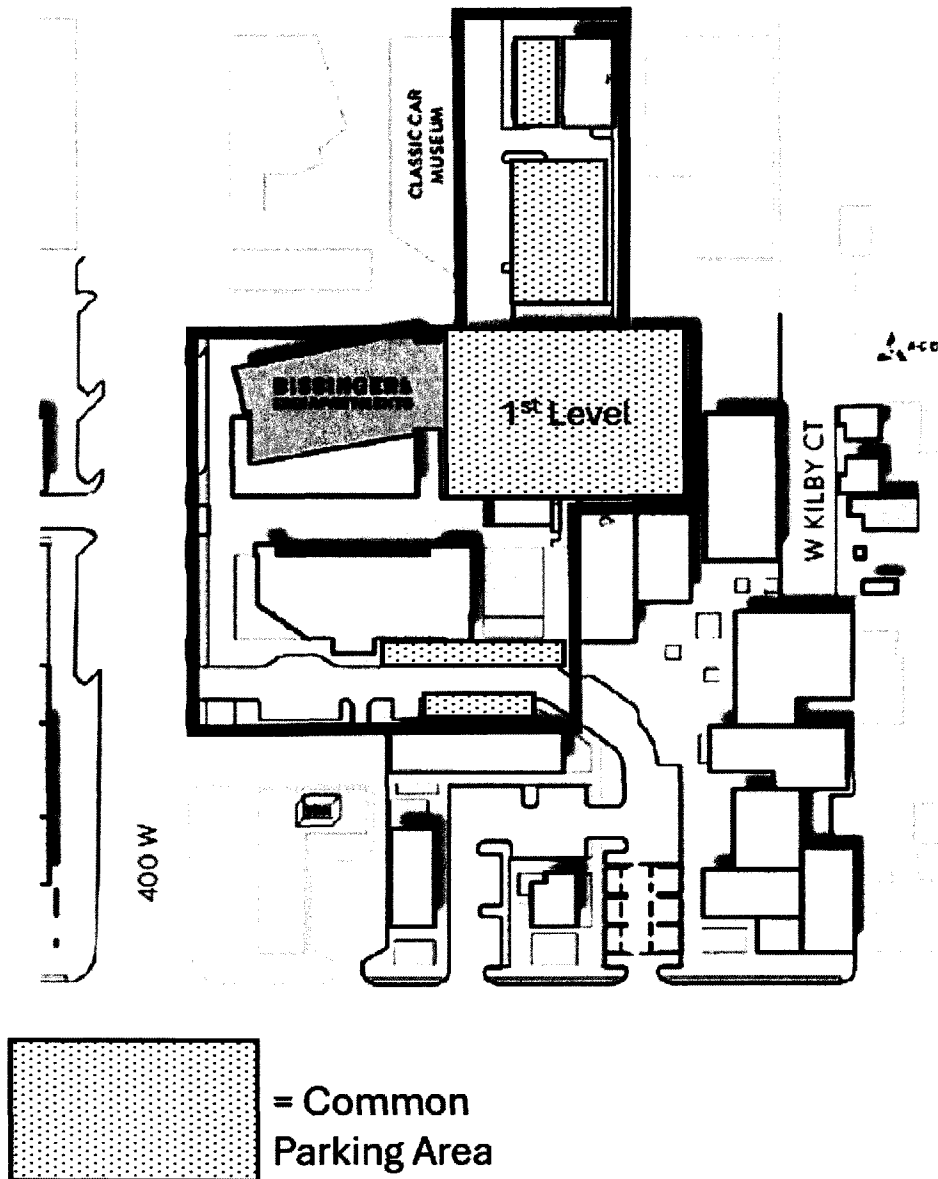


EXHIBIT C

**PARKING RIGHTS
(FROM LEASE)**

As further set forth more fully in the Lease:

- Tenant's customers will be entitled to free street parking (unless charged by the City of Salt Lake City or other governmental authority), free validation for up to two (2) hours in the areas designated for commercial parking in the Parking Garage and the parking surface lot areas of Project (including the Property). If Landlord obtains a license or other written agreement with the owner of certain other parcels as more particularly set forth in the Lease, Tenant's customers will be permitted to park in such other areas as further set forth in the Lease.
- Tenant shall have the rights in and to the Valet Program set forth more fully in Article 16 of the Lease.
- Landlord shall cause a certain portion of the Property depicted as the "Rideshare Parking Areas" to be designated by signage for rideshare drop-off and pick-up.
- Landlord shall cause employee parking to be provided to Tenant as further set forth in the Lease.

EXHIBIT D-1

EXCLUSIVE PARKING SPACES OF TENANT

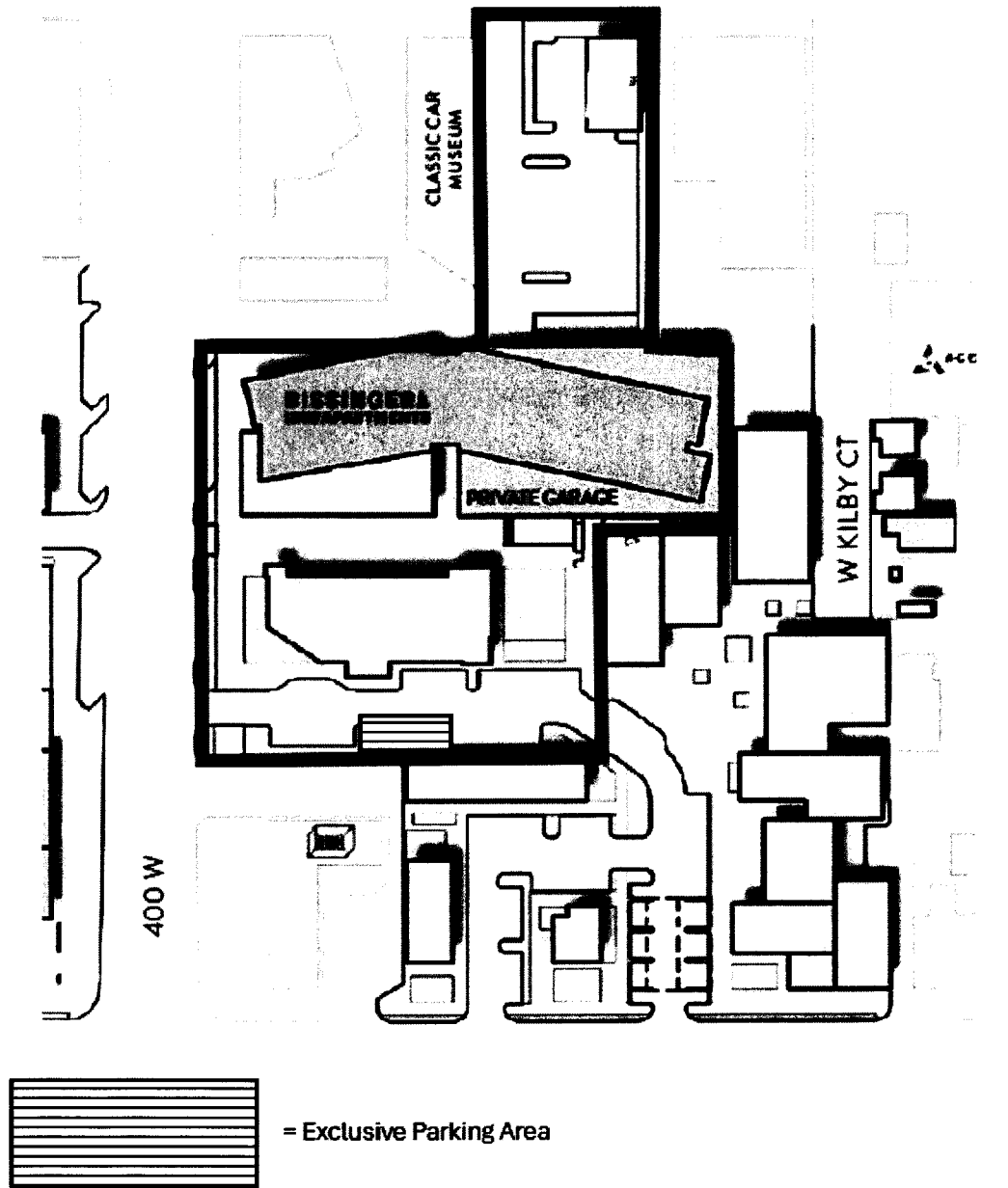


EXHIBIT D-2

**EXCLUSIVE PARKING SPACES OF TENANT
No Build Zone & No Kiosk Zone**

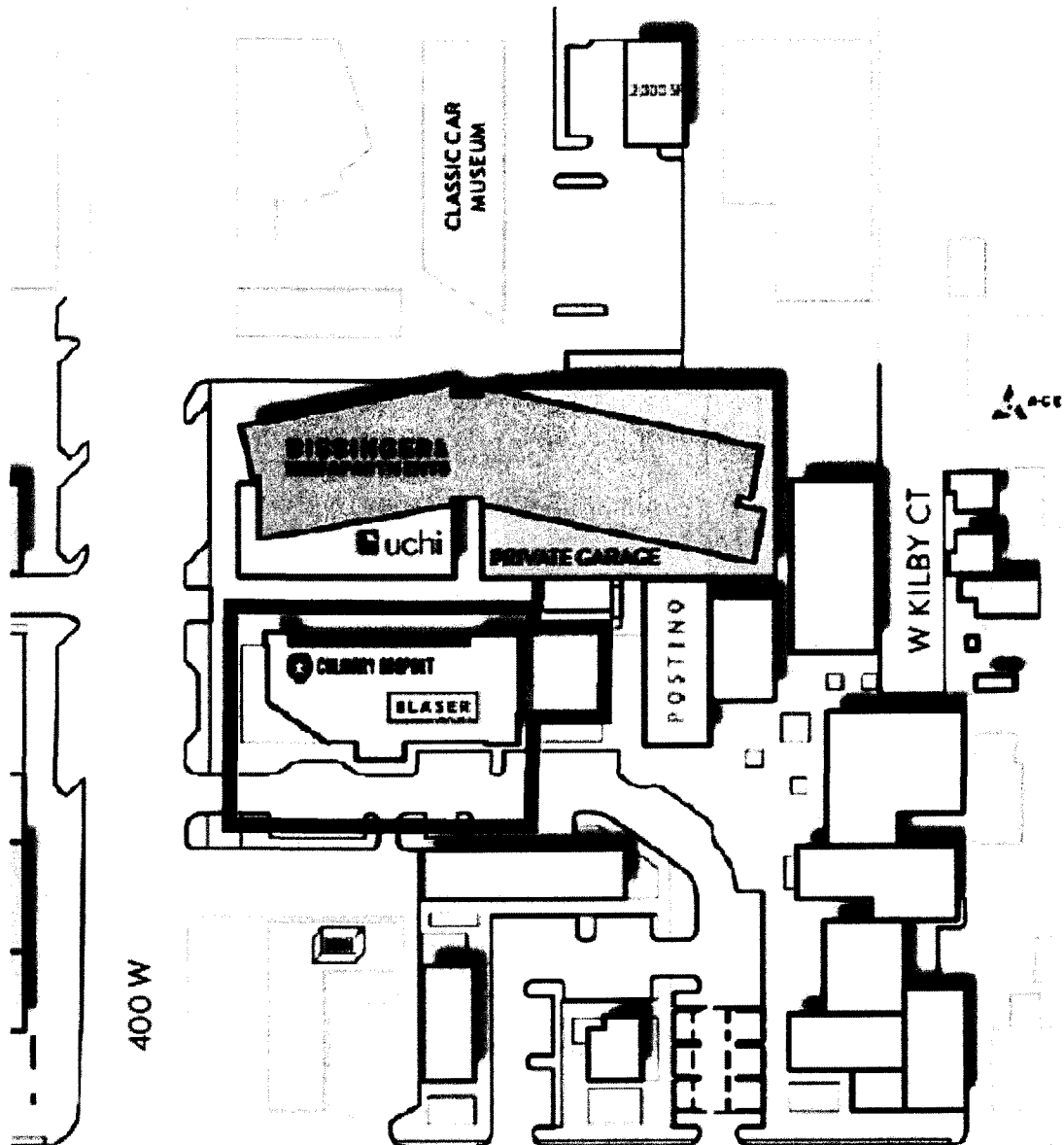


EXHIBIT E

WAIVER AGREEMENT AND ESTOPPEL CERTIFICATE

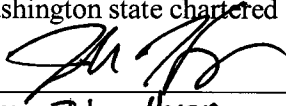
See attached.

LENDER CONSENT

The undersigned Lender hereby consents to and approves the First Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Pickle & Hide (the "First Amendment"), to which this Lender Consent is attached, to be recorded upon multiple parcels of property further described in Exhibit A attached to the First Amendment.

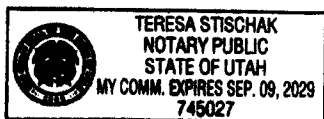
OWNER:

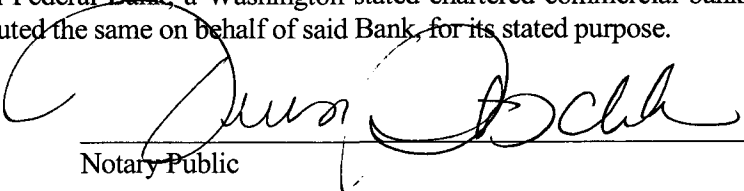
WASHINGTON FEDERAL BANK,
a Washington state chartered commercial bank

By: 
Name: John Herzos
Title: Senior Vice President

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 19th day of December, 2025, personally appeared before me John Herzos, the Senior Vice President of Washington Federal Bank, a Washington stated chartered commercial bank, who duly acknowledged to me that he executed the same on behalf of said Bank, for its stated purpose.




Notary Public