



**201809270041**

09/27/2018 01:27 PM Pages: 1 of 9 Fees: \$404.00  
Skagit County Auditor

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**620036324-M**

**ACCOMMODATION RECORDING**

**Document Title:**

**First Amendment to Amended and Restated Washington Deed  
of Trust, Assignment of Leases and Rents, Security Agreement  
and Fixture Filing (Leasehold)**

**Reference Number(s) of  
Documents Amended or  
Assigned:**

**Instrument Number 201210310002**

**Grantor(s):**

**Northwest Restaurants, Inc.  
Northwest Restaurants Oregon, Inc.  
Spokane, Inc.**

**Grantee(s):**

**Bank of America, N.A., as Administrative Agent  
*Chicago Title Company***

**Legal Description:**

**Abbreviated Form:**

**Lots 1-8 & 16-20, TGW, vacated alley, Blk. 46, Ana.**

**Assessor's Property Tax  
Parcel/Account Number(s):**

**P55158 and P117487**

When Recorded Return To:  
Fidelity National Title – NCS Division  
One East Washington Ave., Suite 450  
Phoenix, AZ 85004  
Z1826406-KJV(Master)

Store No. E080-077 f/k/a 80  
Skagit County, WA

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**FIRST AMENDMENT TO AMENDED AND RESTATED WASHINGTON DEED OF TRUST,  
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING (LEASEHOLD)**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED WASHINGTON DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (LEASEHOLD)** (this "Agreement") is made this 18<sup>th</sup> day of Sept., 2018, by and among NORTHWEST RESTAURANTS, INC., a Washington corporation, NORTHWEST RESTAURANTS OREGON, INC., an Oregon corporation, and SPOKANE, INC., a Washington corporation, each having an address of 17331 135<sup>th</sup> Avenue NE, Suite B, Woodinville, WA 98072 (collectively, 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/Priscilla Ruffin. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement as hereinafter defined.

**WITNESSETH:**

**WHEREAS**, Grantor, Coastal Plains Restaurants, LLC, a North Carolina limited liability company, Plains Coastal Properties, LLC, a North Carolina limited liability company, and Golden Spike Restaurants, LLC, a Utah limited liability company, as Borrowers, the lenders party thereto and Bank of America, N.A., as Administrative Agent thereunder, are parties to that certain Second Amended and Restated Credit Agreement dated as of January 21, 2015, which was an amendment and restatement of that certain Amended and Restated Credit Agreement dated as of October 30, 2012, which was an amendment and restatement of that certain Credit Agreement dated as of July 19, 2007 (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 Amended and Restated Washington Deed of Trust, Assignment of Rents and Leases and Security Agreement (Leasehold) dated October 30, 2012 and recorded in the Recorder's Office for Skagit County, Washington as Instrument Number 201210310002, covering Grantor's interest in the Land described therein and on Exhibit A attached hereto (the "Existing Deed of Trust"), which amended and restated that certain Washington Deed of Trust, Assignment of Rents and Leases and Security Agreement (Leasehold) dated July 19, 2007 and recorded in the aforesaid Recorder's Office as Instrument Number 200707310160;

**WHEREAS**, 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 Third Amended and Restated Credit Agreement dated as of the date hereof to amend and restate the Existing Credit Agreement (the Existing Credit Agreement, as amended and restated by the Third Amended and Restated Credit Agreement and as it may hereafter be amended, modified, supplemented or amended and restated from time to time, the "Credit Agreement") which amendments are set forth therein and include, without limitation, 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 "Sixty-Two Million and No/100 Dollars (\$62,000,000.00)" with "One Hundred Sixty Five Million and No/100 Dollars (\$165,000,000.00)".

(c) The reference to "October 30, 2019" in Section 2.5(b) of the Existing Deed of Trust is hereby replaced with "the Maturity Date (as the same may be extended)".

(d) Section 6.29 of the Existing Deed of Trust is hereby amended to replace the reference to "One Hundred Million Dollars (\$100,000,000.00)" with "Three Hundred Thirty Million Dollars (\$330,000,000.00)".

2. **Grant.** To confirm the liens of the Trustee and the Administrative 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 Administrative 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 Washington 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 Administrative Agent acknowledge and agree that (i) the amendments to the Existing Credit Agreement pursuant to the Third Amended and Restated Credit

Agreement do not constitute a novation of such credit agreement or the indebtedness described therein; (ii) the issuance of 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.

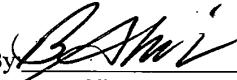
(e) The Grantor agrees that nothing herein contained shall impair the security now held or the secured indebtedness, nor shall anything contained herein waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Existing Deed of Trust except as amended hereby, or affect 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 Administrative 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 Administrative Agent have entered into this Agreement as of the date first set forth above.


GRANTOR:

**NORTHWEST RESTAURANTS, INC.**, a Washington corporation

By:   
Brett Sibert  
President

[CORPORATE SEAL]

**NORTHWEST RESTAURANTS OREGON, INC.**, an Oregon corporation

By:   
Brett Sibert  
President

[CORPORATE SEAL]

**SPOKANE, INC.**, a Washington corporation

By:   
Brett Sibert  
President

[CORPORATE SEAL]

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Brett Sibert is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the President of NORTHWEST RESTAURANTS, INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

Dated: Sept 14, 2018

Gail Dawn Edwards  
 Notary name printed or typed: GAIL DAWN EDWARDS  
 Notary Public in and for the State of Washington  
 Residing at Snohomish County  
 My appointment expires: 11/1/19

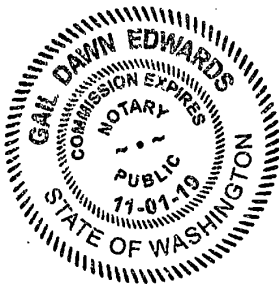
| SS.

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Brett Sibert is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the President of NORTHWEST RESTAURANTS OREGON, INC., an Oregon corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

Dated: Sept 14, 2018

Gail Dawn Edwards  
 Notary name printed or typed: GAIL DAWN EDWARDS  
 Notary Public in and for the State of Washington  
 Residing at Snohomish County  
 My appointment expires: 11/1/19

| SS.

Signature Page

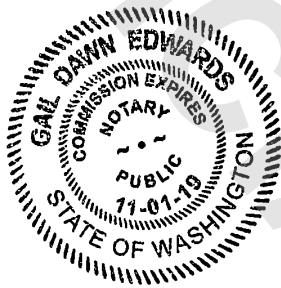
First Amendment to Amended and Restated Washington Deed of Trust (Leashold)

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Brett Sibert is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the President of SPOKANE, INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

Dated: Sept 14, 2018

Gail Dawn Edwards  
Notary name printed or typed: GAIL DAWN EDWARDS  
Notary Public in and for the State of Washington  
Residing at SPOKANE County  
My appointment expires: 11/1/19

| SS.

Signature Page

First Amendment to Amended and Restated Washington Deed of Trust (Leasehold)

AGENT:

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

By: *Priscilla Ruffin*  
Priscilla Ruffin  
Assistant Vice President

STATE OF NORTH CAROLINA

§  
§  
§

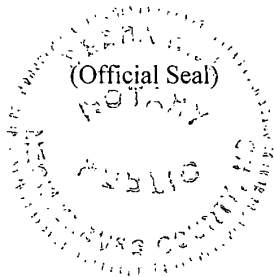
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she signed the foregoing document: **Priscilla Ruffin**.

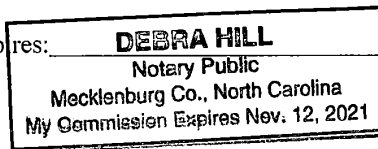
Date: September 13, 2018*Debra Hill*

Notary Public

Printed Name: \_\_\_\_\_



My commission expires:



Signature Page

First Amendment to Amended and Restated Washington Deed of Trust (Leasehold)

107014096

Store No. E080-077 f/k/a Store No. 80  
Skagit County, WA

EXHIBIT A

Legal Description

Land

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

LOTS 1 THROUGH 8, INCLUSIVE. BLOCK 46, EXCEPT THE SOUTH 21 FEET OF LOTS 1 THRU 5, INCLUSIVE, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.