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01/03/2022 11:23 AM Pages: 1 of 6 Fees: \$208.50
Skagit County Auditor

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Brett L. Gross, Esq. (212-309-1264)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Hunton Andrews Kurth LLP 200 Park Avenue New York, New York 10166 PNT35913WA

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME TF BURLINGTON WA LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o Transform MidCo LLC, 3333 Beverly Road	CITY Hoffman Estates	STATE IL	POSTAL CODE 60179	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME UBS AG, STAMFORD BRANCH, as Administrative Agent				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 600 Washington Boulevard	CITY Stamford	STATE CT	POSTAL CODE 06901	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Please see Rider A and Exhibit A attached hereto and made a part hereof.

8-34-4
P83924

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative			
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility		6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor			

8. OPTIONAL FILER REFERENCE DATA:

For recording with Skagit County, WA

(73384.000066)

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

TF BURLINGTON WA LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

Please see Exhibit A attached hereto and forming a part hereof.

17. MISCELLANEOUS:

RIDER A TO UCC-1 FINANCING STATEMENT

All of Debtor's rights, title and interests in, to and under the following property, rights, interests and estates whether now owned, or hereafter acquired by Debtor (collectively, the "**Property**");

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement dated as of November 16th, 2021 made by Debtor to First American Title Insurance Company, as trustee for the benefit of Secured Party (the "**Security Instrument**");

(c) Intentionally Omitted;

(d) Intentionally Omitted;

(e) Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(f) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(g) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject

to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “**Uniform Commercial Code**”), and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted by Debtor a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements (including, without limitation, the Master Lease (defined below)), and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(i) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the “**Insurance Proceeds**”);

(j) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the “**Awards**”);

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder;

(n) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property, excluding, however, the tradenames "Sears" and "Kmart" and any variations thereof and any trademarks and goodwill associated therewith;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, any reserves or accounts established under the Credit Agreement and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "**Accounts**");

(p) Master Lease. That certain Third Amended and Restated Master Lease Agreement, dated as of the date hereof, by and between Debtor and certain of its Affiliates, as lessor, and Transform SR Holdings LLC, a Delaware limited liability company, as lessee, and that certain Second Amended and Restated Guaranty of Lease, dated as of the date hereof, by Transform Midco LLC, a Delaware limited liability company, as guarantor, in favor of Debtor and certain of its Affiliates (collectively, as the same may be further amended, supplemented, replaced, restated and/or otherwise modified from time to time, the "**Master Lease**");

(q) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (p) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise;

(r) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (q) above; and

(s) Additional Assets. All assets of the debtor wherever located, in which the debtor now has or hereafter acquires any right or interest.

All capitalized items not otherwise defined hereafter shall have the meaning ascribed to them in the Security Instrument.

EXHIBIT A**(LEGAL DESCRIPTION)****PARCEL A:**

TRACT A, PLAT OF K-MART COMMERCIAL PARK, AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 126 AND 127, RECORDS OF SKAGIT COUNTY, WASHINGTON;
EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF BURLINGTON FOR PEASE ROAD BY DEED RECORDED FEBRUARY 18, 1994 UNDER AUDITOR'S FILE NO. 9402180068, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

PARCEL B:

TRACT B, PLAT OF K-MART COMMERCIAL PARK AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 126 AND 127, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN SKAGIT COUNTY, WASHINGTON.

PARCEL C:

THE NORTH 130 FEET OF THE FOLLOWING DESCRIBED TRACT:
THE SOUTH 400 FEET OF THE EAST 200 FEET OF THE WEST 500 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF THE EAST MARGIN OF OLD STATE HIGHWAY 99, NOW DESIGNATED AS BURLINGTON BOULEVARD. (AS SAID ROAD EXISTED PRIOR TO AUGUST 25, 1996.) SITUATE IN SKAGIT COUNTY, WASHINGTON.

PARCEL D:

THAT PORTION OF LOT 4 OF SHORT PLAT BU3-88 WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED IN BOOK 8 OF SHORT PLATS AT PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE EAST LINE OF LOTS 2 AND 3 OF SAID SHORT PLAT BU3-88 AND SAID EAST LINES PRODUCES.
SITUATE IN SKAGIT COUNTY., WASHINGTON.

PARCEL E:

THOSE EASEMENTS CREATED BY THE INSTRUMENT, UPON AND SUBJECT TO ALL OF THE PROVISIONS THEREIN CONTAINED, DATED 28 APRIL 1989, RECORDED ON 4 MAY 1989, UNDER RECORDING NUMBER 8905040020, AND AS AMENDED BY THE INSTRUMENT DATED 10 FEBRUARY 1994, RECORDED ON 18 FEBRUARY 1994, UNDER RECORDING NUMBER 9402180070, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THOSE PORTIONS LYING WITHIN PARCELS A THROUGH D, ABOVE.