

Document Title:

First Amendment to Assignment of Leases and Rents

Reference Number : 202011160126**Grantor(s):**☐ additional grantor names on page ____.

1. Getaway Mount Vernon, LLC

2.

Grantee(s):☐ additional grantee names on page ____.

1. SPT CA Fundings 2, LLC

2. Guardian Northwest Title & Escrow Company

Abbreviated legal description:☐ full legal on page(s) 9 ____.NE 1/4 of SW 1/4, 19-33-5 E. WM, Skagit County, Washington
Ptn Govt Lot 5; Sec 19, Twp 33, Rge 5
Lot 9 Plat of Lake McMurray Estates**Assessor Parcel / Tax ID Number:**☐ additional tax parcel number(s) on page ____.

300519-3-001-0032; 300519-4-001-0220; 300519-0-007-0008; 4655-000-009-0000

RETURN NAME and ADDRESS:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attn: Alan S. Weil, Esq.

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

ASSIGNOR:

1. GETAWAY MOUNT VERNON, LLC, Delaware limited liability company (as Assignor/Borrower)

ASSIGNEE:

1. SPT CA FUNDINGS 2, LLC, a Delaware limited liability company (as Assignee/Lender)

LEGAL DESCRIPTION, ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:

(Skagit County, Washington)

See Exhibit A for full legal descriptions

Tax Parcel Number	Abbreviated Legal Description
300519-3-001-0032	NE ¼ of SW ¼, 19-33-5 E. WM, Skagit County, Washington
300519-4-001-0220	
300519-0-007-0008	Ptn Govt Lot 5; Sec 19, Twp 33, Rge 5
4655-000-009-0000	Lot 9 Plat of Lake McMurray Estates

Re: Skagit County Auditor's File No. 202011160127

PREPARED BY AND UPON
RECORDATION RETURN TO:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attn: Alan S. Weil, Esq.

ASSIGNMENT OF LEASES AND RENTS

GETAWAY MOUNT VERNON, LLC,
a Delaware limited liability company, as Assignor
(Assignor)

to

SPT CA FUNDINGS 2, LLC,
a Delaware limited liability company, as Assignee
(Lender)

Dated: As of March 30, 2022

Location(s): 21700 & 21802 State Route 9,
Mount Vernon, Washington

21986 McMurray Shore Drive,
Mount Vernon, Washington

County: Skagit

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**") is made as of this 30th day of March, 2022, by and between **GETAWAY MOUNT VERNON, LLC**, a Delaware limited liability company, having its principal place of business at c/o Getaway House, Inc., 147 Prince Street, Brooklyn, NY 11201, as assignor ("**Assignor**"), and **SPT CA FUNDINGS 2, LLC**, a Delaware limited liability company, having an address at c/o Starwood Property Trust, Inc., 591 W. Putnam Avenue, Greenwich, Connecticut 06830, as assignee ("**Lender**").

RECITALS

A. Assignor, together with certain other borrower parties named in the Loan Agreement (as defined below) (individually and collectively as the context may require, "**Borrower**"), has obtained a loan in the maximum principal amount of \$99,000,000.00 (the "**Loan**") from Lender, which Loan, prior to the date hereof, was governed by that certain Loan Agreement, dated as of February 28, 2020 (the "**Original Closing Date**"), between Lender and each entity comprising Borrower identified in the Loan Agreement as an "Original Borrower" (the "**Original Loan Agreement**").

B. As a Borrower under the Loan, Assignor has granted to Lender that certain Assignment of Leases and Rents dated as of November 13, 2020 and filed of record on November 16, 2020 in the Official Records of Skagit County, Washington as Auditor's File No. 202011160127 (the "**Original ALR**"). A legal description of the land encumbered by the Original ALR is attached hereto as Exhibit A.

C. Pursuant to a series of Omnibus Joinder and Modification Agreements, each entity comprising Borrower identified in the Loan Agreement as an "Additional Borrower" became a party to the Original Loan Agreement and a "Borrower" under the Loan.

D. Borrower and Lender have agreed to modify the Loan and to increase the principal amount of the Loan to a maximum principal amount of \$200,000,000.00 and extend the Maturity Date, and in connection therewith, Borrower and Lender have agreed to amend and restate the Original Loan Agreement pursuant to that certain Amended and Restated Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Loan Agreement**"), and to modify certain other Loan Documents as of the date hereof.

E. Assignor and Lender wish to amend the Original ALR to modify certain terms set forth therein. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to such terms in the Original ALR or the Loan Agreement, as applicable.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Lender hereby agree as follows:

1. Amendment to Recitals. The first four recitals in the Original ALR are hereby deleted in their entirety and replaced by the following:

"WHEREAS, this Assignment is given in connection with a loan in the maximum principal amount of \$200,000,000.00 (the "**Loan**") made pursuant to that certain Amended and Restated Loan Agreement, dated as of March 30, 2022, between Borrower, certain other borrower parties named therein (individually and collectively, as the context shall require, the "**Other Borrowers**") and Lender (as the same may be further amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, the Loan is evidenced by (i) that certain Amended and Restated Promissory Note A-1, dated as of March 30, 2022, made by Borrower and the Other Borrowers and payable to the order of Lender in the original principal amount of Eighty Three Million Nine Hundred Forty Three Thousand Five Hundred Two and 00/100 Dollars (\$83,943,502.00), and (ii) that certain Amended and Restated Promissory Note A-2, dated as of March 30, 2022, made by Borrower and the Other Borrowers and payable to the order of Lender in the maximum principal amount of One Hundred Sixteen Million Fifty Six Thousand Four Hundred Ninety Eight and 00/100 Dollars (\$116,056,498.00) (collectively, as each may be further amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Note**");

WHEREAS, the Loan is secured by the lien and security interest created by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing, dated as of November 13, 2020, as amended by that certain First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing, dated as of March 30, 2022, given by Borrower for the benefit of Lender (as the same may be further amended, restated, replaced, supplemented, or otherwise modified from time to time, the "**Mortgage**"), which Mortgage encumbers, *inter alia*, the Property (as hereinafter defined) and which Loan is further evidenced, secured or governed by other instruments and documents executed in connection with the Loan (together with the Note, the Loan Agreement and the Mortgage, the "**Loan Documents**");

2. Ratified and Confirmed. From and after the date of this Amendment, the term "Assignment" shall mean the Original ALR as amended by this Amendment. As specifically amended hereby, the Original ALR is ratified, confirmed and restated, and shall remain in full force and effect.

3. Governing Law. This Amendment shall be governed by the laws of the state in which the Land is located.

4. Severability. In the event that any provision of this Amendment or the application thereof to any person, property or circumstances shall be held to any extent to be invalid or unenforceable, the remainder of this Amendment and the application of such provision to persons,

properties or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby and each provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

5. Captions. The captions in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

6. Successors and Assigns. This Amendment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed under seal by Assignor and Lender as of the day and year first above written.

ASSIGNOR:

GETAWAY MOUNT VERNON, LLC.
a Delaware limited liability company

By: _____

Name: Michael Cohen

Title: Authorized Signatory

STATE OF NY)

COUNTY OF NY)

SS.:

On the 28th day of March in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared Michael Cohen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lynn Taras (Kunfelder)
Notary Public

(Personalized Seal)

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[Signature Page to First Amendment to Assignment of Leases and Rents (WA)]

LENDER:

SPT CA FUNDINGS 2, LLC,
a Delaware limited liability company

By: Starwood Property Mortgage, L.L.C.,
its sole member

By: Farid Maluf
Name: Farid Maluf
Title: Vice President

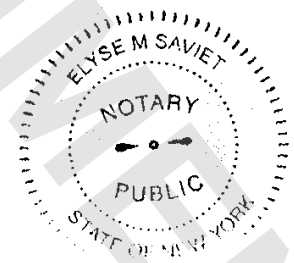
STATE OF New York)
COUNTY OF New York) SS.:

On the 27th day of March in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Farid Maluf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Personalized Seal)

Elyse M. Saviet
Notary Public

Elyse M. Saviet
Notary Public State of New York
NO 01546296936
Qualified in Queens County
My Commission Expires March 31, 2024



[Signature Page to First Amendment to Assignment of Leases and Rents (WA)]

EXHIBIT A**(Legal Description of the Land)**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

That portion of Government Lot 5 of Section 19, Township 33 North, Range 5 East, W.M. lying Northerly of the State Highway right-of-way conveyed to the State of Washington by deed recorded September 6, 1938 as Skagit County Auditor's File No. 305470.

Parcel "B":

Lot 9 "PLAT OF LAKE MCMURRAY ESTATES" as per plat recorded in Volume 16 of Plats, Pages 55 through 59 , inclusive, records of Skagit County, Washington.

Parcel "C":

That portion of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 33 North, Range 5 East, W.M. lying Northerly of the Montborne McMurray Road (now know as State Route 9).

Parcel "D":

The Northeast 1/4 of the Southwest 1/4 of Section 19, Township 33 North, Range 5 East, W.M.