

PREPARED BY AND UPON RECORDATION  
RETURN TO:

Hunton Andrews Kurth LLP  
200 Park Avenue  
New York, New York 10116  
Attention: Brett L. Gross, Esq.

ENT40338WA

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

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

GRANTOR:	TF BURLINGTON WA LLC	
GRANTEE:	First American Title Insurance Company , as trustee UBS AG, STAMFORD BRANCH, as Administrative Agent, as beneficiary	
LEGAL DESCRIPTION	Store # 3722 A AND AB OF K-MART COMMERCIAL PARK AND PORTIONS OF THE NW NW OF SEC.8, TWP. 34 N., R. 4 E., WM.	
Store No. 3722	Assessor's Property Tax Parcel Account Number(S):	Reference No. of Document Amended: 202201030079
Skagit, County	P83924/4532-000-001-0008, P83925/4532-000-002-0007, P105309/340408-2-010-0800, P105310/340408-2-011-0100	

**THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT** (this "**Amendment**") dated August 24, 2022, is entered into by TF BURLINGTON WA LLC, a Delaware limited liability company, having its principal place of business at c/o Transform MidCo LLC, 3333 Beverly Road, Hoffman Estates, Illinois 60179, as grantor (together with its permitted successors and assigns, "**Borrower**") to **FIRST AMERICAN TITLE INSURANCE COMPANY**, having an address at 920 Fifth Avenue, Suite 1250, Seattle, Washington 98104, as trustee ("**Trustee**") for the benefit of **UBS AG, STAMFORD BRANCH**, as administrative agent for itself and the Lenders (as defined in the Credit Agreement (defined below)), having an address at UBS AG, Stamford Branch, 600 Washington Boulevard, Stamford, Connecticut 06901, Attention: Agency Group (in such capacity, together with its permitted successors and/or assigns in such capacity, "**Administrative Agent**").

**W I T N E S S E T H:**

WHEREAS, Borrower granted the Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement dated November 16, 2021, in favor of Lender and recorded on January 3, 2022, under Skagit County No. 202201030079 (the "**Original Security Instrument**"), to secure a term loan (the "**Original Loan**") in the original principal sum of Four Hundred Sixty Million and No/100 Dollars (\$460,000,000.00) advanced pursuant to the Credit Agreement, dated as of November 16, 2021, among Borrower and certain of its Affiliates, Administrative Agent, and Lenders (as amended, the "**Original Credit Agreement**") and evidenced by one or more promissory notes, each dated as of November 16, 2021, made by Borrower and certain of its Affiliates in favor of Lender (collectively, the "**Original Note**") in the aggregate principal amount of the Original Loan;

WHEREAS, contemporaneously herewith, the Original Credit Agreement is being amended by the First Amendment to Credit Agreement dated as of the date hereof (the Original Credit Agreement, as so amended and, as it may from time to time be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Borrower and certain of its Affiliates, Administrative Agent, and Lenders, wherein, Administrative Agent and Lenders, among other things, have agreed to increase the maximum principal balance of the Original Loan by \$75,000,000.00 to \$535,000,000.00 and to modify certain other terms and provisions as set forth therein. Any capitalized term used in this Amendment that is not otherwise defined herein, either directly or by reference to another document, shall have the meaning for purposes of this Amendment as it is given in the Credit Agreement.

WHEREAS, in connection with the foregoing, Borrower and Lender have agreed to amend and restate the Original Note in its entirety on the date hereof and enter into one or more Amended and Restated Promissory Note(s) (as amended, restated, renewed, replaces, supplemented or otherwise modified from time to time, the "**Amended Note**") for the aggregate maximum principal sum of \$535,000,000.00;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto hereby covenant, agree, represent and warrant that the Original Security Instrument is hereby amended as follows:

## **ARTICLE I – AMENDMENTS TO ORIGINAL SECURITY INSTRUMENT**

### **Section 1.1 Amendments.**

(a) **Defined Terms.** All defined terms in the Original Security Instrument that are defined by reference to the Original Credit Agreement shall be defined by and deemed to refer to the Credit Agreement.

(b) **References.** All references in the Original Security Instrument to the Original Credit Agreement or any predecessor thereof shall be deemed references to the Credit Agreement. All references to “this Security Instrument” in the Original Security Instrument shall be deemed to include this Amendment.

(c) **Loan Amount.** All references in the Original Security Instrument to “FOUR HUNDRED SIXTY MILLION AND NO/100 DOLLARS (\$460,000,000.00)”, and/or “\$460,000,000.00” shall be deleted and “FIVE HUNDRED THIRTY-FIVE MILLION AND 00/100 DOLLARS (\$535,000,000.00)”, and/or “\$535,000,000.00” shall be substituted therefor. The Debt and the maximum principal amount secured by this Security Instrument is \$535,000,000.

(d) **Maximum Principal Amount.** All references in the Original Security Instrument to “original principal amount” shall be deleted and “maximum principal amount” shall be substituted therefor.

## **ARTICLE II - GENERAL PROVISIONS**

**Section 2.1** Except as specifically modified and amended by this Amendment, or otherwise modified or amended and restated in any other instrument executed in connection with this Amendment, all other terms, conditions and covenants contained in the Original Security Instrument shall remain in full force and effect.

**Section 2.2** All references in any of the Loan Documents to the Original Security Instrument modified herein shall mean the Original Security Instrument as hereby modified and amended or otherwise modified or amended and restated.

**Section 2.3** Borrower hereby ratifies and confirms to Administrative Agent as of the date hereof that all of the terms, covenants, indemnifications and provisions of the Original Security Instrument are and shall remain in full force and effect without change except as otherwise expressly and specifically modified by this Amendment or otherwise modified or amended and restated in any other instrument executed in connection with this Amendment.

**Section 2.4** Borrower represents and warrants to Administrative Agent that Borrower has full power, authority and legal right to execute this Amendment and to keep and observe all of the terms of this Amendment on its part to be observed or performed.

**Section 2.5** In the event of any conflict or ambiguity between the terms, covenants and provisions of this Amendment and those of the Original Security Instrument and the other Loan Documents, the terms, covenants and provisions of this Amendment shall control.

**Section 2.6** This Amendment may not be modified, amended, waived, changed or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, waiver, change or termination is sought.

**Section 2.7** This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

**Section 2.8** If any term, covenant or condition of this Amendment shall be held to be invalid, illegal or unenforceable in any respect, this Amendment shall be construed without such provision.

**Section 2.9** This Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

**BORROWER:**

**TF BURLINGTON WA LLC,**  
a Delaware limited liability company

By: 


Name: D. Scott Carr

Title: President, Real Estate

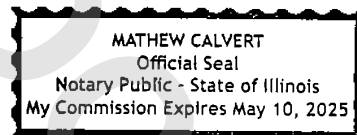
State of Illinois )  
 ) SS.  
County of Cook )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that D. Scott Carr personally known to me to be the President, Real Estate of TF BURLINGTON WA LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, Real Estate, he signed and delivered the said instrument, pursuant to authority given by the corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of August, 2022.

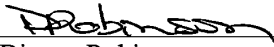
  
\_\_\_\_\_  
Notary Public


My commission expires: 5/10/25



**ADMINISTRATIVE AGENT:**

**UBS AG, STAMFORD BRANCH**

By:   
Name: Dionne Robinson  
Title: Associate Director

By:   
Name: Danielle Calo  
Title: Associate Director

STATE OF Connecticut )  
COUNTY OF Fairfield ) ss. Stamford

On the 3rd day of August, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Dionne Robinson, 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 (s)he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Malcolm Dickinson*  
**MALCOLM DICKINSON**  
Notary Public, State of Connecticut  
My commission expires February 28, 2025  
Commission Number: SNPC.0155946

STATE OF Connecticut )  
COUNTY OF Fairfield ) ss. Stamford

On the 3rd day of August, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Danielle Calo, 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 (s)he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Malcolm Dickinson*  
**MALCOLM DICKINSON**  
Notary Public, State of Connecticut  
My commission expires February 28, 2025  
Commission Number: SNPC.0155946

**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 **Article 17 D**, ABOVE.