

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS



201411240086

Skagit County Auditor  
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A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 16168 - BANK OF	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	45781262  WAWA FIXTURE

File with: Skagit, WA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
201002040066 2/4/2010 CC WA Skagit

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:  
Check one of these two boxes:  Debtor or  Secured Party of record  
AND Check one of these three boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME APPLE WASHINGTON LLC			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (Use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:  
See Annex A attached hereto and incorporated herein by reference. Some or all of the property referred to on ANNEX A is or will become fixtures on real property described in EXHIBIT A attached hereto and incorporated herein by reference.

Abbreviated Legal Description:  
Portion of Lot 6, Cascade Mall Binding Site Plan, 8/170  
Additional Legal on Exhibit A attached hereto

Assessor's Property Tax Parcel Account Number(s): P23857/P119573

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME BANK OF AMERICA NA			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: APPLE WASHINGTON LLC  
45781262

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
201002040066 2/4/2010 CC WA Skagit

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME	BANK OF AMERICA NA		
OR			
12b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME			
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME	APPLE WASHINGTON LLC			
OR				
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:  
APPLE WASHINGTON LLC - , CA

Secured Party Name and Address:  
BANK OF AMERICA NA - 70 BATTERSON PARK RD , FARMINGTON, CT 06032

15. This FINANCING STATEMENT AMENDMENT:  
 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:  
See Exhibit A and Schedule 1 attached hereto and incorporated herein by reference

Parcel ID:  
P23857/P119573



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18. MISCELLANEOUS: 45781262-WA-57 16168 - BANK OF AMERICA CRED BANK OF AMERICA NA File with: Skagit, WA

**ANNEX A to UCC-1 Financing Statement**

**[Item 4, continued]**

**Debtor:** Apple Washington LLC  
**Secured Party:** Bank of America, N.A., as Agent

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The Financing Statement covers the following types or items of property of the Debtor whether now existing or hereafter arising:

(A) All of Debtor's leasehold interest, estate, right, title, interest, claim or demand whatsoever of Debtor in the following described Land and property as conveyed under the Ground Lease identified on Schedule 1 attached hereto and made a part hereof (the "Ground Lease"), which land is legally described on Exhibit A attached hereto (the "Land") located in the State of Washington (the "State"), together with all right, title and interest, if any, which Debtor may now have or hereafter acquire in and to all improvements, buildings and structures now or hereafter located thereon of every nature whatsoever, which collectively with the Land is herein called the "Premises."

(B) All right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy which Debtor may now have or hereafter acquire under the Ground Lease in and to (a) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining the Land, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (b) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the Premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a) and (b) above (hereinafter the "Property Rights").

(C) All right, title and interest, if any, including any after acquired right, title and interest, and including any right of use or occupancy, which Debtor may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the Premises, including, but not limited to all apparatus, machinery and equipment of Debtor and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (the "Fixtures"); as well as all personal property and equipment of every nature whatsoever now or hereafter located in or on the Premises, including but not limited to (a) accounts, contract rights, general intangibles, tax refunds, chattel paper, instruments, notes, letters of credit, documents, documents of title; (b) inventory; (c) equipment; (d) all of Debtor's now owned or hereafter acquired monies, and any and all other property or interest in property of Debtor now or hereafter coming to the actual possession, custody or control of Secured Party or any Lender or any agent or affiliate of Secured Party or any Lender in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); (e) all insurance proceeds of or relating to any of the foregoing; and (f) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing clauses (a) through (e) (the items described in the foregoing clauses (a) through (e) and any other personal property referred to in this paragraph being the "Personal Property") (Premises, Property Rights and Fixtures referred to collectively herein as the "Real Property").



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(D) All unexpired claims, warranties, guaranties and sureties in connection with the construction, furnishing and equipping of the Property (as defined below), all plans, specifications, architectural renderings, drawings, licenses, permits, certificates of occupancy, soil test reports of examination or analyses of the Land, buildings, or other improvements, contracts for services to be rendered to Debtor or otherwise in connection with the improvements and all other property, contracts, including without limitation, general contracts or subcontracts and material supply contracts relating to the construction of any building or other improvements relating thereto, including reports, proposals and other materials in any way relating to the Land or the improvements or the construction of additional improvements and any and all other intangible property of Debtor used solely in connection with or otherwise related to the acquisition, development or sale and marketing of the Property and all trade styles, trademarks and service marks used in connection therewith.

(E) All the estate, right, title and interest of Debtor, if any, under the Ground Lease in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Real Property or any part thereof; and (ii) all contract rights, general intangibles, actions and rights in action relating to the Real Property or the Personal Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property or the Personal Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property and the Personal Property. (The rights and interests described in this paragraph and the immediately preceding paragraph shall hereinafter be called the "Intangibles.")

(F) (a) Any and all other, further or additional title, estates, interests or rights which may at any time be acquired by Debtor in or to the premises demised by the Ground Lease; (b) any and all rights or options Debtor may have to renew or extend the Ground Lease; (c) any and all options or rights to purchase the premises demised by the Ground Lease which the Debtor may now have or hereafter acquire; and (d) any and all deposits, securities or other property which may be held at any time and from time to time by the lessor under the Ground Lease to secure the performance of the covenants, conditions and agreements of the Debtor contained in the Ground Lease.

(G) All the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) all such leases and agreements (including all Debtor's rights under any contracts for the sale of any portion of the Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases").

All of the property described above, and each item of property therein described, not limited to but including the Debtor's leasehold estate in the Land, the Premises, the Property Rights, the Fixtures, the Personal Property, the Real Property, the Intangibles, the Rents and the Leases, is herein referred to as the "Property."

Together with all proceeds of the foregoing Property.

A portion of the above-described Property is or is to be affixed to the Premises.



Burlington, WA  
Skagit County

EXHIBIT "A"

Legal Description

Land

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

PARCEL A

THAT PORTION OF LOT 6, "CASCADE MALL BINDING SITE PLAN" AS RECORDED ON OCTOBER 19, 1989 IN VOLUME 8 OF SHORT PLATS, PAGES 170 THROUGH 180, INCLUSIVE, UNDER AUDITOR'S FILE NO. 8910190065, RECORDS OF SKAGIT COUNTY WASHINGTON, BEING IN A PORTION OF THE SOUTHEAST OF THE NORTHEAST AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5 OF SAID BINDING SITE PLAN, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 6, THENCE SOUTH  $0^{\circ}32'18''$  EAST, ALONG THE EAST LINE OF SAID LOT 6 AND THE WEST MARGIN OF BURLINGTON BOULEVARD AS SHOWN ON SAID BINDING SITE PLAN, A DISTANCE OF 1299.30 FEET; THENCE AT A RIGHT ANGLE SOUTH  $89^{\circ}27'42''$  WEST, 77.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $89^{\circ}27'42''$  WEST, 130.16 FEET; THENCE NORTH  $13^{\circ}00'35''$  WEST, 10.58 FEET; THENCE NORTH  $0^{\circ}32'18''$  WEST, 28.18 FEET; THENCE NORTH  $89^{\circ}27'42''$  EAST, 14.41 FEET; THENCE NORTH  $0^{\circ}32'18''$  WEST 38.64 FEET; THENCE NORTH  $89^{\circ}27'42''$  EAST, 118.04 FEET TO A POINT WHICH LESS NORTH  $0^{\circ}32'18''$  WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH  $0^{\circ}32'18''$  EAST 77.15 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND PARKING AS DESCRIBED AND SET FORTH IN THAT DOCUMENT ENTITLED DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS MADE BY PAN PACIFIC DEVELOPMENT, INC., RECORDED JULY 21, 1989 UNDER AUDITOR'S FILE NO. 8907210046 AND AMENDED BY INSTRUMENTS RECORDED UNDER AUDITOR'S FILE NOS. 9710300078, 9805080072 AND 9902240173.

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



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**SCHEDULE 1**

**GROUND LEASE**

A Lease, or memorandum thereof, including the terms and conditions thereof,  
Dated: October 22, 2002  
Recorded: November 13, 2002  
Auditor's No.: 200211130194, records of Skagit County, Washington  
Lessor: PPR Cascade, LLC, a Delaware limited liability company  
Lessee: Apple Northwest, LLC



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