

*Execution Version***PREPARED BY AND
WHEN RECORDED MAIL TO:**Chapman and Cutler LLP
320 South Canal Street
Chicago, Illinois 60606
Attention: Christopher M. Hirst

Space Above This Line for Recorder's Use

Document Title: **SECOND DEED OF TRUST, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND FIXTURE
FILING**

Grantor (Borrower): **WILBUR-ELLIS COMPANY LLC**, a Delaware limited
liability company

Grantee (Trustee): **TITLE RESOURCES GUARANTY COMPANY**

Grantee (Lender): **BMO BANK N.A.**, as Administrative Agent

Abbreviated Legal Description: **PTN SW NE & NW SE, 7-34-3 E W.M.**
A complete legal description is attached hereto as Exhibit A.

Premises: **13586 Bayview Edison Rd, Mt. Vernon, WA (Skagit County)**

Assessor's Tax Parcel Number(s): **340307-0-037-0200/P85163
340307-0-029-0007/P21190
340307-0-027-0009/P21188
340307-0-037-0300/P116989**

Reference Numbers of Documents
Assigned or Released: **N/A**

**THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH RCW 62A.9A-
502(c)**

*Execution Version***SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “*Deed of Trust*”) is made and entered into as of June 24, 2025 (the “*Effective Date*”), by WILBUR-ELLIS COMPANY LLC, a Delaware limited liability company, whose address is c/o Wilbur-Ellis Holdings II, LLC, 4582 S. Ulster Street, Suite 400, Denver, Colorado 80237 (“*Grantor*”), to TITLE RESOURCES GUARANTY COMPANY, having an address at 8111 LBJ Freeway, Suite 1200, Dallas, Texas 75251, as trustee (“*Trustee*”) for the benefit of BMO BANK N.A., together with its successors and assigns, as Administrative Agent for the benefit of the Lenders and the other Secured Creditors (the “*Administrative Agent*” or “*Beneficiary*”), having an office located at 320 South Canal Street, Chicago, Illinois 60606. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

RECITALS:

WHEREAS, reference is made to that certain Second Lien Credit Agreement, dated as of June [], 2025 (as amended, supplemented, restated or otherwise modified from time to time, the “*Credit Agreement*”, which term shall also include and refer to any increase in the amount of indebtedness permitted under the Credit Agreement and any refinancing or replacement of the Credit Agreement or (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors in each case pursuant to and in accordance with the terms of the Credit Agreement) by and among Wilbur-Ellis Holdings II, LLC, a Delaware limited liability company (“*Holdings*”), individually and as the Borrower Representative, Wilbur-Ellis Company LLC, a Delaware limited liability company (“*WECO*”), Wilbur-Ellis Nutrition, LLC, a Delaware limited liability company (“*Nutrition*”), and Nachurs Alpine Solutions, LLC, a Delaware limited liability company (“*Nachurs*”, and together with Holdings, WECO and Nutrition, collectively, the “*Borrower*”), Wilbur-Ellis Holdings, LLC, a Delaware limited liability company, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, Beneficiary, as Administrative Agent, and the other parties from time to time party thereto;

WHEREAS, Grantor has entered into that certain Security Agreement, dated as of June [], 2025, pursuant to which Grantor, the other Borrowers and the Guarantors have granted and pledged a continuing security interest in such right, title and interest in, to and under the Collateral to secure the Secured Obligations (as defined in the Credit Agreement) under the Credit Agreement (as the same may be varied, extended, supplemented, consolidated, amended, replaced, increased, renewed, or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, Grantor will receive substantial benefits from the Loan to be made by the Lenders under the Credit Agreement;

WHEREAS, in connection with and pursuant to the terms of the Credit Agreement, Grantor is required to execute and deliver this Deed of Trust to Trustee for the benefit of Beneficiary to secure the Secured Obligations; and

WHEREAS, this Deed of Trust is subordinate to that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith, executed by Grantor and the other Borrowers to [____], as trustee, for the benefit of Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders from time to time party thereto, and intended to be recorded immediately prior to the recording of this Deed of Trust (the "**First Lien DOT**"), in the manner and to the extent set forth in the First Lien/Second Lien Intercreditor Agreement.

WITNESSETH:

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor irrevocably grants, mortgages, warrants, bargains, sells, pledges, remises, aliens, assigns, conveys, transfers and sets over to the Trustee, in trust, for the benefit of Beneficiary, with the power of sale, in accordance with applicable law, subject to the further terms of this Deed of Trust, all of the estate, right, title and interest of Grantor, in law or equity, of, in and to the following (collectively, the "**Mortgaged Property**"):

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

(b) All of Grantor's right, title and interest, if any, in, to and under all rights of way, easements, privileges and appurtenances relating or appertaining to the Land or Improvements (as defined below) and all water and water rights, sewer and sewer rights, ditches and ditch rights, minerals, oil and gas rights, royalties, leasehold interests owned by Grantor (to the extent assignable), now or hereafter used in connection with or appurtenant to or related to the Land or Improvements, and all interests of Grantor now owned or hereafter acquired in and to streets, roads, alleys and public places, now or hereafter used in connection with the Land or Improvements, and, to the extent assignable, all existing or future licenses, contracts, permits and agreements required or used in connection with the ownership, operation or maintenance of the Land or Improvements, and any and all insurance proceeds, and any and all awards, including interest, previously or hereafter made to Grantor for taking by eminent domain or in lieu thereof (collectively, the "**Other Rights**"); and

(c) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "**Improvements**") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises (as hereinafter defined) immediately upon the delivery thereof to the Land, and all fixtures (excepting any item of tangible personal property owned by Grantor that is not a fixture or otherwise affixed or to become affixed, including, without limitation, furniture, furnishings, removable equipment and other portable furnishings) now or hereafter owned by Grantor and attached to or contained in and used in connection with the Land and Improvements including, but not limited to, all non-

portable apparatus, machinery, equipment, motors, elevators, supplies, fittings, radiators, ranges, awnings, shades, screens, blinds, carpeting, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof; whether or not the same are or shall be attached to the Land and Improvements in any manner (the "**Tangible Personalty**") and all proceeds of the Tangible Personalty (hereinafter, the Land, Other Rights, Improvements, Tangible Personalty and all other property and interests described above, together with all proceeds thereof; being collectively referred to as the "**Premises**").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, to Trustee in trust for the benefit of Beneficiary as security for the Secured Obligations;

UNDER AND SUBJECT, nevertheless to the lien and payment of the First Lien DOT.

As additional security for the Secured Obligations, Grantor hereby transfers and assigns to Trustee for the benefit of Beneficiary and grants to Beneficiary a security interest under the Uniform Commercial Code (as defined herein) in all right, title and interest of Grantor in and to all of the following, excluding, however, any Excluded Assets:

(1) All security deposits, rents, issues, profits, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Premises from time to time accruing (the "**Rents and Profits**") and all existing and future leases, subleases, licenses, rental contracts, occupancy agreements and other agreements or similar arrangements (in each case whether existing now or in the future) pursuant to which Grantor grants a possessory interest in, or right for the use and occupancy of all or part of the Premises, together with all guarantees of the lessee's obligations thereunder (collectively, the "**Leases**", which shall include (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease), whether oral or written, for a definite term or month-to-month. "**Lessee**" shall mean the lessees under the Leases or any subtenants or occupants of the Premises to whom Grantor grants a possessory interest in, or right for the use and occupancy of all or part of the Premises.

(2) All insurance policies and proceeds thereof, condemnation awards, any and all (to the extent assignable) leases of personal property (including equipment leases), rental agreements, sales contracts, management contracts, franchise agreements, construction contracts, architects' contracts, technical services agreements, and other contracts, licenses and permits now or hereafter affecting the Premises, and (to the extent assignable) all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, licenses, certificates, entitlements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, maintenance, utilities, or other work upon the Premises, and any contract for management, or any other provision of service in connection with the Premises), approvals, actions, refunds of real estate taxes and assessments and any other governmental impositions related to the Premises, approvals, actions and causes of action that now or hereafter relate to, are derived from or are used in connection with the Premises, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of

any business or activities thereon (all of the foregoing being the “*Intangible Personality*”) or any part thereof, and Grantor agrees to execute and deliver to Beneficiary such additional instruments, in form and substance reasonably satisfactory to Beneficiary, as may hereafter be necessary or reasonably requested by Beneficiary to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Beneficiary to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon Beneficiary any obligation with respect thereto.

(3) To the extent pledged pursuant to the terms of the Security Agreement, all goods, accounts, general intangibles (including payment intangibles), deposit accounts (other than security deposits held for the benefit of tenants and contract deposit accounts), instruments, investment property, commercial tort claims, letter-of-credit rights, letters of credit, money, documents and chattel paper, as the foregoing terms are defined in the Uniform Commercial Code in effect in the State in which the Premises are located, as amended from time to time (the “*Uniform Commercial Code*”), and all other personal property of any kind or character, including such items of personal property as defined in the Uniform Commercial Code, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Premises, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Grantor under leases of fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Grantor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs.

(4) All accessions, replacements and substitutions for any of the foregoing and all proceeds thereof.

(5) All other proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

All the Tangible Personality which comprises a part of the Premises shall, as far as permitted by law, be deemed to be “fixtures” affixed to the aforesaid Land and conveyed therewith. As to the balance of the Tangible Personality and the Intangible Personality, this Deed of Trust shall be considered to be a security agreement which creates a security interest in such items for the benefit of Beneficiary. In that regard, Grantor grants to Beneficiary all of the rights and remedies of a secured party under the Uniform Commercial Code and grants to Beneficiary a security interest in all of the Tangible Personality and the Intangible Personality.

The Grantor covenants, represents and agrees as follows:

ARTICLE I

Secured Obligations

1.1 Secured Obligations. This Deed of Trust secures the prompt payment and performance by Grantor of the Secured Obligations. Grantor shall pay the Secured Obligations when due and shall perform the Secured Obligations in full when they are required to be performed as required under and subject to any notice and cure periods provided in the Credit Agreement.

1.2 Future Advances. Any additional sum or sums advanced by the then-applicable Lenders under the Credit Agreement to the then-applicable owner of the Mortgaged Property at any time this Deed of Trust remains in effect pursuant to the terms herein, with interest thereon at the rate agreed upon at the time of each additional loan or advance, will constitute a portion of, be equally secured with, and have the same priority as, the indebtedness secured hereby and be subject to all of the terms and provisions of this Deed of Trust, whether or not such additional loan or advance is evidenced by a promissory note of the Borrower and whether or not identified by a recital that is secured by this Deed of Trust; provided, however, the aggregate amount of principal indebtedness outstanding at any one time and secured by this Deed of Trust shall not exceed an amount equal to twice the amount of the Secured Obligations under the Credit Agreement. The provisions of this Section 1.2 apply regardless of whether any such advance is characterized as obligatory or optional; but nothing contained in this Section 1.2 by itself obligates the Lenders or Administrative Agent to make any additional loans or advances.

ARTICLE II

Grantor's Covenants, Representations And Agreements

2.1 Incorporation of Loan Documents. Grantor represents, warrants, covenants and agrees that, subject to applicable law, as of the Effective Date of this Deed of Trust, each of the representations, warranties, covenants and other agreements of Grantor under and as contained in the Loan Documents are hereby incorporated herein in their entirety by this reference.

2.2 Title to Premises. Grantor represents and warrants to Beneficiary as of the Effective Date of this Deed of Trust that, to the Grantor's knowledge, Grantor owns the Mortgaged Property, free and clear of all Liens, except for any Permitted Liens. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located, this Deed of Trust will create and constitute a valid and enforceable second priority lien on the Mortgaged Property in favor of Trustee for the benefit of Beneficiary, and, to the extent any of the Mortgaged Property shall consist of "fixtures" or other personal property, a security interest therein, in each case subject to the Permitted Liens and except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles. Grantor shall warrant and defend the second lien status of this Deed of Trust, except for Permitted Liens. If any lien or security interest other than a Permitted Lien is asserted or recorded against the Mortgaged Property, Grantor shall promptly pay the underlying

claim in full or take such other action to cause it to be released or contest the same in accordance with the requirements of Credit Agreement.

2.3 Taxes and Other Charges. Subject to the terms and conditions of the Credit Agreement, Grantor shall pay all taxes, levies, imposts, duties, deductions, withholdings (including any backup withholding), assessments and fees in accordance with the terms of Section 8.3 of the Credit Agreement, as well as general and special assessments, insurance premiums, and all other charges which are or may become a lien against the Premises (including any interest, additions and penalties applicable thereto).

2.4 Reimbursement. Subject to the rights of the Grantor set forth in the Credit Agreement to contest any tax assessment or charge, the Grantor agrees that if it shall fail to pay on or before the date that the same become delinquent any taxes or other charges or maintain insurance as required by the Loan Documents or otherwise fails to pay or perform any of its obligations under the Loan Documents and as a result there is an Event of Default, then Beneficiary, at its option (without obligation), after giving five (5) Business Days written notice to Grantor, may pay or procure the same; provided, however, Beneficiary shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which Grantor fails to pay or perform as and when required hereby. Grantor will reimburse Beneficiary after written demand for any sums of money paid by Beneficiary pursuant to this Section 2.4, together with interest on each such payment at the applicable rate of interest set forth in the Credit Agreement, and all such sums and interest thereon shall be secured hereby. Neither the provisions of this Section 2.4 nor any action taken by Beneficiary pursuant to the provisions of this Section shall prevent any such failure to observe any covenant contained in this Deed of Trust nor any breach of warranty from constituting an Event of Default; provided further, however, that failure of any such notice to be delivered or given shall not limit Administrative Agent's right to take action or the validity of any such action, including in respect of the exercise of any rights or remedies.

2.5 Additional Documents; Further Assurances; After-Acquired Property. Subject to and in accordance with the terms and conditions of the Credit Agreement, at any time, and from time to time, shall and reasonably promptly after reasonable, written request by Beneficiary, Grantor will, make, execute and deliver or cause to be made, executed and delivered, to Beneficiary and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall be necessary or reasonably be deemed desirable by Beneficiary any and all such other and further, deeds of trust, modifications, spreader agreements or supplements to this Deed of Trust, instruments of further assurance, certificates and other documents as are necessary or as may, in the reasonable opinion of Beneficiary, be necessary or desirable in order to effectuate, complete, correct, maintain, or perfect, or to continue and preserve the obligations of Grantor under this Deed of Trust and the other Loan Documents, and the liens and security interests of this Deed of Trust as a second priority lien upon all of the Premises (subject to the First Lien DOT and other Permitted Liens), whether now owned or hereafter acquired by Grantor. To the extent available under applicable law, the lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Premises or any part thereof. Grantor shall, and hereby authorizes Beneficiary (without obligation) to, prepare and file such financing statements, fixture filings, renewals or continuations thereof, amendments and

supplements thereto and other instruments as are necessary or as Beneficiary may from time to time deem reasonably necessary or appropriate in order to perfect and maintain the lien and security interests granted in this Deed of Trust in accordance with the Uniform Commercial Code. Upon the occurrence and during the continuance of an Event of Default, to the extent permitted by applicable law, Grantor hereby irrevocably makes, constitutes and appoints Beneficiary, without obligation, as the true and lawful attorney of Grantor to take any or all of the foregoing actions in the name of Grantor. Notwithstanding anything to the contrary contained herein in this Section 2.5, this Section shall not increase Grantor's liabilities or obligations or decrease Grantor's rights herein.

2.6 Sale, Transfer or Encumbrance. Except as expressly permitted or not prohibited by the Credit Agreement, Grantor will not sell, transfer, convey or encumber the Mortgaged Property or any portion thereof or interest therein.

2.7 Fees and Expenses. Grantor will pay or reimburse upon demand any and all reasonable, documented out-of-pocket costs and expenses of Beneficiary in accordance with the Credit Agreement. Furthermore, the Grantor also agrees upon written demand to pay or reimburse Beneficiary for all reasonable, documented out-of-pocket fees, costs and expenses incurred by the Beneficiary under this Deed of Trust in accordance with Section 14.14 of the Credit Agreement. All of the foregoing costs and expenses shall be Secured Obligations. The provisions of this Section 2.7 shall survive the termination or reconveyance of this Deed of Trust.

2.8 [Reserved].

2.9 Condemnation Awards and Insurance Proceeds. Subject to the provisions of the Credit Agreement, the Grantor agrees that any proceeds, awards or other compensation which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which Grantor is entitled shall be applied to the Secured Obligations or disbursed, in each case, in accordance with the terms the Credit Agreement.

2.10 Releases and Waivers. Grantor agrees that no release by Beneficiary of any portion of the Premises, the Rents and Profits or the Intangible Personalty, no subordination of any lien, no forbearance on the part of Beneficiary, the Lenders or the other Secured Creditors to collect on the Secured Obligations, or any part thereof, no waiver of any right granted or remedy available to Beneficiary and no action taken or not taken by Beneficiary shall in any way have the effect of releasing Grantor from full responsibility to Beneficiary, the Lenders and the other Secured Creditors for the complete discharge of each and every of Grantor's obligations hereunder.

2.11 Assignment of Leases and Grantor Collection of Rents and Profits.

(a) Assignment.

(1) Subject to the First Lien DOT, Grantor hereby absolutely and unconditionally transfers, sets over and assigns to Beneficiary all present and future right, title and interest of Grantor in, to and under the Leases and Rents and Profits, together with all

advance payments, security deposits and other amounts paid or payable to or deposited with Grantor under any of the Leases and all other rights and interests of Grantor under or in respect of any of the Leases (the “**Assignment**”). Subject only to the License (as defined below), it being the intention of Grantor and Beneficiary that this conveyance be presently and immediately effective; to HAVE AND TO HOLD the Leases and Rents and Profits unto Beneficiary, forever, UNDER AND SUBJECT to the lien of the First Lien DOT, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Leases and Rents and Profits unto Beneficiary against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, that upon the payment in full the Secured Obligations (other than contingent obligations to the extent no claim giving rise thereto has been asserted), in accordance with the Loan Documents, then this Assignment shall terminate and be of no further force and effect (as further provided in Section 7.13 below), and all rights, titles, and interests conveyed pursuant to this Assignment shall become vested in Grantor without the necessity of any further act or requirement by Grantor. This Assignment is intended to be, and is, an absolute present assignment from Grantor to Beneficiary and not the mere passage of a security interest or a provision of additional security, it being intended hereby to establish a complete and present transfer of all Leases and Rents and Profits with the right, but without the obligation, to collect all Rents and Profits.

(2) Without limitation of the absolute nature of this assignment, Grantor and Beneficiary agree (i) this Assignment shall constitute a “security agreement” for purposes of Section 552(b) of the Bankruptcy Code, (ii) the security interest created by this Assignment extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and Profits, and (iii) such security interest shall extend to all rents acquired by the estate after the commencement of any case in bankruptcy.

(b) License. Except as hereinafter set forth, Grantor shall have a license to collect the Rents and Profits accruing under the Leases as they become due (the “**License**”), and to enforce the Leases. The License is revocable, at Beneficiary’s option, upon the occurrence and during the continuance of an Event of Default. In the event such Event of Default is waived in accordance with the Credit Agreement, the License shall automatically be reinstated. Grantor covenants and agrees that in exercising its License it shall hold all Rents and Profits in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Premises and then to payment of the Secured Obligations.

(c) Bankruptcy of Lessee. If an Event of Default has occurred and is continuing and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization or undertakes or is subject to similar action, Beneficiary shall have, and is hereby assigned by Grantor, all of the rights which would otherwise inure to the benefit of Grantor in such proceedings, including, without limitation, the right to seek “adequate protection” of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Beneficiary in writing, Beneficiary’s exercise of any of the rights provided in this Section shall preclude Grantor from the pursuit and benefit thereof without any further action or proceeding of any nature. Beneficiary, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor’s rights therein.

(d) Remedies. If an Event of Default has occurred and is continuing, Grantor's License to collect Rents and Profits shall, upon receipt of written notice from Beneficiary, immediately cease and terminate. Subject to the First Lien DOT, Beneficiary shall thereupon be authorized at its option to enter and take possession of all or part of the Premises, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Premises in the same manner and to the same extent that Grantor might reasonably so act, subject to the rights of Lessees under Leases. In furtherance thereof, if an Event of Default has occurred and is continuing, subject to the First Lien DOT, Beneficiary shall be authorized, but under no obligation, to collect the Rents and Profits arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Grantor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents and Profits under such new Leases. Grantor shall also pay to Beneficiary, promptly upon the occurrence and during the continuance of any Event of Default: all rent prepayments and security or other deposits paid to Grantor pursuant to any Lease assigned hereunder. Beneficiary will, after payment of all reasonable, documented out-of-pocket costs, charges and any damages including, without limitation, those payable pursuant to Section 2.11(e) hereof, apply the net amount of such Rents and Profits to the Secured Obligations as provided in the Credit Agreement.

(e) Indemnity; No Liability. Nothing in the Loan Documents or this Section 2.11(e) shall be construed to bind Beneficiary to the performance of any Lease provisions, or to otherwise impose any liability upon Beneficiary, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Deed of Trust and shall have been barred thereby of all right, title, interest, and equity of redemption in the Premises. This Assignment imposes no liability upon Beneficiary for the operation and maintenance of the Premises or for carrying out the terms of any Lease before Beneficiary has entered and taken possession of the Premises, and Beneficiary shall not be liable to account to Grantor for any action taken pursuant hereto, other than to account for any Rents and Profits actually received by Beneficiary. Grantor shall indemnify Beneficiary for all liabilities incurred pursuant to or in connection with this Deed of Trust to the extent the Borrower would be required to do so pursuant to Section 14.14 of the Credit Agreement.

(f) No Beneficiary in Possession; No Other Liability. The acceptance by Beneficiary of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Premises by Beneficiary, be deemed or construed to: (a) constitute Beneficiary as a mortgagee in possession nor thereafter or at any time or in any event obligate Beneficiary to appear in or defend any action or proceeding relating to the Leases or to the Premises; (b) require Beneficiary to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Beneficiary to assume any obligation or responsibility for any security deposits or other deposits delivered to Grantor by Lessees and not assigned and delivered to Beneficiary. Beneficiary shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Premises unless such injury or damage is caused by the gross negligence or willful misconduct of Beneficiary or its affiliates.

2.12 Security Agreement. This Deed of Trust shall be construed as a security agreement under the Uniform Commercial Code with respect to the security interests granted herein. Grantor warrants the name and address of the “Debtor” (which is Grantor), are as set forth in the introductory paragraph of this Deed of Trust; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Grantor warrants Grantor’s exact legal name and jurisdiction of formation and existence is correctly set forth in the preamble of this Deed of Trust.

2.13 Fixture Filing. This Deed of Trust shall also constitute a “fixture filing” for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures, and this Deed of Trust, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall also operate as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code upon such Mortgaged Property that is or may become fixtures. Grantor is a “Debtor” and its exact legal name and mailing address are set forth in the preamble of this Deed of Trust immediately preceding the Recitals. Beneficiary is the “Secured Party” and its name and mailing address from which information concerning the security interest granted herein may be obtained is also set forth in the preamble of this Deed of Trust immediately preceding the Recitals. Grantor warrants and represents to the Beneficiary that, to the Grantor’s knowledge, Grantor is the record owner of the Land.

ARTICLE III

Event of Default

An event of default (“*Event of Default*”) shall exist under the terms of this Deed of Trust upon the occurrence and during the continuance of an “Event of Default” as defined in the Credit Agreement.

ARTICLE IV

Acceleration; Foreclosure

4.1 Acceleration of Secured Obligations. Subject to the lien of the First Lien DOT, upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Credit Agreement, the entire balance of all or any portion of the Secured Obligations, including all accrued interest, shall, at the option of Beneficiary, become immediately due and payable.

4.2 Foreclosure. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may foreclose the lien of this Deed of Trust, subject to applicable law.

4.3 Proceeds of Sale. Following a foreclosure sale, the proceeds of such sale shall, subject to applicable law, be applied in accordance with Section 12 of the Security Agreement.

4.4 Delivery of Possession After Foreclosure. To the extent permitted by applicable law, in the event there is a foreclosure sale hereunder and at the time of such sale, Grantor or Grantor’s heirs, devisees, representatives, successors or assigns are occupying or using the

Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the Premises occupied, such rental to be due daily to the purchaser; and the purchaser at such sale, notwithstanding any language herein to the contrary, shall, to the maximum extent permitted by law, have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said Premises upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Premises (such as an action for forcible detainer) in any court having jurisdiction to the extent permitted by applicable law.

ARTICLE V

Additional Rights and Remedies of Beneficiary

5.1 Rights Upon Maturity or an Event of Default. Subject to First Lien DOT, upon the occurrence and during the continuance of an Event of Default, Beneficiary or Trustee (acting on behalf of and at the sole discretion of Beneficiary), immediately and with written notice (to the extent required by applicable law) and without liability therefor to Grantor, except for its own gross negligence or willful misconduct (as determined by a final non-appealable judgement of a court of competent jurisdiction), and to the extent permitted by applicable law and subject to mandatory provisions of applicable law, may do or cause to be done any or all of the following: (a) take physical possession of the Premises; (b) exercise its right to collect the Rents and Profits; (c) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (d) expend any income or Rents and Profits derived from the Premises for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of Grantor arising out of or in any way connected with the construction of Improvements on the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (e) enter into leases demising the Premises or any part thereof; (f) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Deed of Trust, the Credit Agreement, or the other Loan Documents, or to aid the execution of any power herein granted; (g) generally, supervise, manage, and contract with reference to the Premises as if Beneficiary were equitable owner of the Premises; (h) seek the appointment of a receiver as provided in Section 5.2 below; (i) exercise any or all of the remedies available to a secured party under the Uniform Commercial Code, including, but not limited to, selling, leasing or otherwise disposing of any fixtures and personal property which is encumbered hereby at public sale, with or without having such fixtures or personal property at the place of sale, and upon such terms and in such manner as Beneficiary may determine; (j) exercise any or all of the remedies of a secured party under the Uniform Commercial Code with respect to the Tangible Personalty and Intangible Personalty; and (k) enforce any or all of the assignments or collateral assignments made in this Deed of Trust as additional security for the Secured Obligations. Grantor also agrees any of the foregoing rights and remedies of Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured or waived with the consent of

Beneficiary or until foreclosure and the conveyance of the Premises or until the Secured Obligations are satisfied or paid in full.

5.2 Appointment of Receiver. If any of the Secured Obligations are not paid upon maturity or upon the occurrence and continuance of an Event of Default, to the extent permitted by applicable law, Beneficiary as a matter of right shall be entitled to institute a suit, action or proceeding for the appointment of a receiver or receivers for all or any part of the Premises, to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall become Secured Obligations, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Premises or the solvency of any Person or Persons liable for the payment of any Secured Obligations. Nothing herein is to be construed to deprive Beneficiary of any other right, remedy or privilege it may have under the law to have a receiver appointed. Any money advanced by Beneficiary in connection with any such receivership shall be a demand obligation (which obligation Grantor hereby promises to pay) owing by Grantor to Beneficiary pursuant to this Deed of Trust.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of Beneficiary stated anywhere in this Deed of Trust, the Credit Agreement or any of the other Loan Documents, except in respect of such Event of Default, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Deed of Trust, in the Credit Agreement and in the other Loan Documents are cumulative and may, at the election of Beneficiary, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Marshalling. To the fullest extent permitted under applicable law, Grantor hereby waives, in the event of foreclosure of this Deed of Trust or the enforcement by Beneficiary of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Secured Obligations and any other indebtedness secured hereby or to require Beneficiary to pursue its remedies against any other such assets.

5.5 Protection of Premises. If an Event of Default has occurred and is continuing, then, to the extent permitted by applicable law, Beneficiary may take such actions, including, but not limited to, disbursements of such sums, as Beneficiary in its sole reasonable discretion deems necessary to protect Beneficiary's interest in the Premises. If Beneficiary takes any action pursuant to this Section 5.5, Beneficiary shall be entitled to reimbursement in the manner set forth in Section 2.4 above.

ARTICLE VI

Trustee's Power's and Liabilities

6.1 Trustee's Powers and Liabilities. (a) Beneficiary may remove Trustee at any time or from time to time and select a successor trustee. Such successor trustee shall not be required to give bond for the faithful performance of his duties unless required by Beneficiary. Such substitute trustee shall be appointed by written instrument duly recorded in the county where the Land is located. Grantor hereby ratifies and confirms any and all acts that the herein named

Trustee, or its successor or successors in this trust, shall do lawfully by virtue hereof. Grantor hereby agrees, on behalf of itself and its heirs, executors, administrators and assigns, that the recitals contained in any deed or deeds executed in due form by any Trustee or substitute trustee, acting under the provisions of this instrument, shall be prima facie evidence of the facts recited, and that it shall not be necessary to prove in any court, otherwise than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds and the passing of title thereby.

(b) Trustee, as well as Beneficiary, shall have authority in their respective discretion to employ agents and attorneys in the execution of this trust and to protect the interest of the Beneficiary hereunder, and to the extent permitted by law and provided for in the Credit Agreement, they shall be compensated and all expenses relating to the employment of such agents and/or attorneys, including expenses of litigations, shall be paid out of the proceeds of the sale of the Mortgaged Property conveyed hereby should a sale be had, but if no such sale be had, all sums so paid out shall be recoverable to the extent permitted by law by all remedies at law or in equity.

(c) At any time, or from time to time, without liability therefor, upon written request of Beneficiary and without affecting the effect of this Deed of Trust upon the remainder of the Mortgaged Property, Trustee may (i) reconvey any part of the Mortgaged Property, (ii) consent in writing to the making of any map or plat thereof, so long as Grantor has consented thereto in its sole and absolute discretion, (iii) join in granting any easement thereon, so long as Grantor has consented thereto, or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

6.2 No Liability of Trustee. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee under this Deed of Trust, believed by Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by Trustee under this Deed of Trust. Grantor hereby ratifies and confirms any and all acts which Trustee or its successor or successors, substitute, or substitutes, in this trust, shall do lawfully by virtue of this Deed of Trust. Grantor shall reimburse Trustee for, and save Trustee harmless against, any and all liability and expenses which may reasonably be incurred by Trustee in the performance of its duties, except for matters arising or resulting from or otherwise related to the gross negligence or willful misconduct of Trustee. The foregoing indemnity shall not terminate upon discharge of the secured indebtedness or foreclosure, or release or other termination, of this Deed of Trust.

ARTICLE VII

General Conditions

7.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns. The term "Lender" shall include any Person which may become a Lender by way of assignment in accordance with the terms of the Credit Agreement, together with their successors and permitted assigns.

7.2 Severability. If any provision of this Deed of Trust is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

7.3 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Deed of Trust nor the intent of any provision hereof. Any reference to the Mortgaged Property street address(es) is for administrative and reference purposes only. In the event of any conflict between the Mortgaged Property street address(es) listed on the cover page of this Deed of Trust and Exhibit A attached hereto, the legal description set forth on Exhibit A shall control.

7.4 Conflicting Terms. In the event the terms and conditions of this Deed of Trust conflict with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control and supersede the provisions of this Deed of Trust with respect to such conflicts. Notwithstanding anything herein to the contrary, solely as between or among the parties to the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement, the Lien granted to the Beneficiary, for the benefit of the Secured Creditors, pursuant to this Deed of Trust and the exercise of any right or remedy by the Beneficiary with respect to the Mortgaged Property hereunder are subject to the provisions of the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the provisions of the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement, on the one hand, and this Deed of Trust, on the other hand, the provisions of the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement shall govern and control.

7.5 Intentionally Omitted.

7.6 Relationship. The relationship of Beneficiary to Grantor hereunder is strictly and solely that of lender and borrower and Beneficiary and Grantor and nothing contained in the Credit Agreement, this Deed of Trust or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature

whatsoever between Beneficiary and Grantor other than as lender and borrower and beneficiary and grantor.

7.7 Covenants to Run with the Land; Joint and Several. All of the grants, covenants, terms, provisions and conditions in this Deed of Trust shall run with the Land and Grantor's interest therein and shall apply to, and bind the successors and assigns of, Grantor. If there shall be more than one Grantor with respect to the Mortgaged Property, all such grantors' covenants, warranties and undertakings hereunder shall be joint and several.

7.8 No Merger. The rights and estate created by this Deed of Trust shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by Beneficiary unless Beneficiary shall have consented to such merger in writing.

7.9 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF GRANTOR, BENEFICIARY AND TRUSTEE HEREUNDER SHALL BE DETERMINED SOLELY FROM THIS WRITTEN DEED OF TRUST AND THE OTHER LOAN DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN OR AMONG BENEFICIARY, GRANTOR AND TRUSTEE CONCERNING THE SUBJECT MATTER HEREOF ARE SUPERSEDED BY AND MERGED INTO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS.

(b) THIS DEED OF TRUST MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS DEED OF TRUST.

(c) THIS WRITTEN DEED OF TRUST REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES THAT ANY DISPUTE OR CONTROVERSY BETWEEN OR AMONG THE GRANTOR, THE BENEFICIARY, AND/OR THE TRUSTEE OR ANY OTHER GRANTOR, WOULD BE BASED ON DIFFICULT AND COMPLEX ISSUES OF LAW AND FACT AND WOULD RESULT IN DELAY AND EXPENSE TO THE PARTIES. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR TRIBUNAL IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST ANY PARTY HERETO ARISING OUT OF THIS DEED OF TRUST, OR THE SECURED OBLIGATIONS HEREUNDER, OR BENEFICIARY'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

7.11 Beneficiary Appointed Attorney-in-Fact. To the extent permitted by applicable law, effective upon the occurrence and during the continuance of an Event of Default, Grantor

hereby appoints Beneficiary, without obligation, its attorney-in-fact, with full power and authority in the place and stead of Grantor and in the name of Grantor, or otherwise, from time to time in Beneficiary's discretion to (a) collect, demand and receive the Rents and Profits and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and Rents and Profits and other amounts payable under any Lease, (e) take such other action as Beneficiary may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Beneficiary under the Assignment and (f) take any other action and to execute any instrument consistent with the terms hereof and the other Loan Documents which the Deed of Trust may deem reasonably necessary or advisable to accomplish the purposes hereof (but Beneficiary shall not be obligated to and shall have no liability to Grantor or any third party for failure to so do or take action). The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable but effective only upon the occurrence and during the continuance of an Event of Default and shall automatically terminate with respect to Grantor on the termination, release or satisfaction of this Deed of Trust. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Notwithstanding anything to the contrary contained in this Section 7.11, this Section 7.11 shall not increase Grantor's obligations or decrease Grantor's rights herein.

7.12 Continuing Security Interest; Assignment. This Deed of Trust shall create a continuing lien on and security interest in the Mortgaged Property and shall (i) be binding upon Grantor, its successors and assigns and (ii) inure, together with the rights and remedies of Beneficiary hereunder, to the benefit of Beneficiary for the benefit of the Lenders and the other Secured Creditors and each of their respective successors, transferees and assigns permitted in accordance with the terms of the Credit Agreement. No other Persons shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Lender may assign or otherwise transfer any indebtedness held by it that is secured by this Deed of Trust to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Lender, herein or otherwise, subject, however, to the provisions of the Credit Agreement. Grantor agrees that its obligations hereunder and the security interest created hereunder shall continue to be effective or be reinstated, as applicable, if at any time payment, or any part thereof, of all or any part of the Secured Obligations is rescinded or must otherwise be restored by Beneficiary upon the bankruptcy or reorganization of Beneficiary or otherwise.

7.13 Termination; Release.

(a) Upon the occurrence of the Termination Date (as defined below), this Deed of Trust shall terminate in whole. Upon termination hereof or any release of the Mortgaged Property or any portion thereof in accordance with the provisions of the Credit Agreement, Beneficiary shall promptly, upon the request and at the sole cost and expense of Grantor, forthwith assign, transfer and deliver to Grantor, against receipt and without representation, recourse to or warranty by Beneficiary, such of the Mortgaged Property to be released (in the case of a release) as may be in possession of Beneficiary and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other

Mortgaged Property, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be. As used herein, the “**Termination Date**” shall mean the date of payment in full in cash of the Loan and any other Secured Obligations (other than contingent obligations for which no claim has been asserted).

(b) In connection with a disposition or other transaction permitted by the Credit Agreement, Beneficiary shall promptly execute and deliver without recourse and without any representation or warranty of any kind (either express or implied) a full or partial discharge, reconveyance or release of this Deed of Trust and a UCC-3 termination or amendment (if needed), in each case, prepared by Grantor and approved by Beneficiary and otherwise in form sufficient to release the liens and security interests created by this Deed of Trust from the Mortgaged Property, or a portion of the Mortgaged Property, as the case may be; provided that upon Beneficiary's reasonable request, Grantor shall have delivered to the Beneficiary a certificate of a Responsible Officer of the Borrower certifying that any such transaction has been consummated in compliance with the Credit Agreement and the other Loan Documents and that such release is not prohibited under the terms of the Credit Agreement.

(c) For the avoidance of doubt, the Assignment shall terminate in whole or in part upon the termination and release and/or the full or partial discharge of the Mortgaged Property pursuant to this Section 7.13.

7.14 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by Grantor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Credit Agreement and unless in writing and signed by Beneficiary. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by Grantor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Deed of Trust or any other Loan Document, no notice to or demand on Grantor in any case shall entitle Grantor to any other or further notice or demand in similar or other circumstances.

7.15 Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, if to Grantor or Beneficiary, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

7.16 No Claims Against Beneficiary. Nothing contained in this Deed of Trust shall constitute any consent or request by Beneficiary, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving Grantor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Beneficiary in respect thereof or any

claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien hereof.

7.17 Protection of Security. Beneficiary is hereby empowered but not required to advance and pay (or cause to be advanced and paid) at any time any sum of money that in the sole judgment of Beneficiary may be necessary to perfect the title to the Mortgaged Property or to preserve the security intended to be given by this Deed of Trust, including but not limited to taxes, assessments and insurance premiums. Subject to applicable law, any and all sums so advanced and paid shall be made a part of the indebtedness secured hereby with interest at a rate equal to that in effect under the Credit Agreement from the date of such advance and shall be payable by Grantor to Beneficiary upon demand in accordance with the terms of Section 14.14 of the Credit Agreement. The provisions of this Section 7.17 shall survive the termination of this Deed of Trust. Grantor hereby waives any and all claims or rights against Beneficiary to any payment on, or offset against, the indebtedness by reason of any such payment by Beneficiary. Beneficiary shall, at its option, be entitled to be subrogated to any lien and claim paid by or with the moneys so advanced and hereby secured.

7.18 Additions to, Changes in and Replacement of Secured Obligations. Beneficiary may take security in addition to the security already given Beneficiary for the payment of the Secured Obligations or release such other security, and may release any party primarily or secondarily liable on the Secured Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Secured Obligations or this Deed of Trust and replacements thereof, which replacements of the Secured Obligations or this Deed of Trust may be on the same terms as, or on terms different from, the present terms of the Secured Obligations or this Deed of Trust, and may apply any other security held by it to the satisfaction of the Secured Obligations, without prejudice to any of its rights hereunder.

7.19 Administrative Agent; Beneficiary. BMO Bank N.A. has been appointed Administrative Agent for the Lenders and the other Secured Creditors hereunder pursuant to the Credit Agreement. Any successor Administrative Agent appointed pursuant to the Credit Agreement shall be entitled to all the rights, interests and benefits of Administrative Agent hereunder upon recordation of an assignment of this Deed of Trust to such successor. The Beneficiary executes this Deed of Trust, not in its individual capacity, but solely in its capacity as Administrative Agent in the exercise of the powers and authority conferred and vested in it under the Credit Agreement and the other Loan Documents (in the interest and for the benefit of the Secured Parties). The Beneficiary shall have the protections, immunities, rights, indemnities and benefits conferred on it under the Credit Agreement and the other Loan Documents as if the same were set forth herein mutatis mutandis. Notwithstanding any other provision of this Deed of Trust, nothing contained in this Deed of Trust shall require the Beneficiary to exercise any discretionary acts, and Grantor acknowledges that Beneficiary shall have no obligation to approve, consent to, disapprove, request, determine, waive, act or decline to act, in its discretion under this Deed of Trust unless Beneficiary has received the direction of the Required Lenders to take such action or exercise such rights. The Beneficiary shall not be responsible for, nor incur any liability with respect to, insuring the Mortgaged Property or the payment of taxes, charges or assessments upon the Mortgaged Property or otherwise as to the maintenance of the Mortgaged Property.

7.20 Cross Collateralization. Grantor acknowledges that the Secured Obligations are secured by this Deed of Trust together with those certain other Mortgages (as defined in the Credit Agreement) now or hereafter given by certain of the Borrowers and Guarantors (or any one or more of them) to Beneficiary (whether one or more, collectively, the “**Other Mortgages**”) encumbering the real and personal property more particularly described in the Other Mortgages (such real and personal property, collectively, the “**Other Properties**”), all as set forth in the Credit Agreement. Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Deed of Trust and any or all of the Other Mortgages whether by court action, power of sale or otherwise, under any applicable provision of applicable laws, for all of the Secured Obligations and the lien and the security interest created by the Other Mortgages shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion of the Secured Obligations then due and payable but still outstanding. Grantor acknowledges and agrees that the Mortgaged Property and the Other Properties are located in one or more States and/or counties, and therefore Beneficiary shall be permitted to, or as the case may be, to direct certain named trustees to, enforce payment and performance of the Secured Obligations and the performance of any term, covenant or condition of this Deed of Trust, the Other Mortgages or the other Loan Documents and exercise any and all rights and remedies under this Deed of Trust, the other Loan Documents or the Other Mortgages or, as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Beneficiary, in its sole discretion, in any one or more of the States or counties in which the Mortgaged Property or any of the Other Properties are located. Neither the acceptance of this Deed of Trust, the Other Mortgages, or the other Loan Documents nor the enforcement thereof in any one state or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of this Deed of Trust, the Other Mortgages, or the other Loan Documents through one or more additional proceedings in that State or county or in any other State or county, to the extent allowable under applicable laws. Any and all sums received by Beneficiary under this Deed of Trust, the Other Mortgages, or the other Loan Documents shall be applied to the Secured Obligations as provided in the Credit Agreement and without regard to any portion thereof allocated to the Mortgaged Property or any of the Other Properties or the appraised value of the Mortgaged Property or any of the Other Properties.

ARTICLE VIII

Particular Provisions

This Deed of Trust is subject to the following provisions relating to the particular laws of the State wherein the Premises are located:

8.1 Applicable Law; Certain Particular Provisions. This Deed of Trust shall be governed by and construed in accordance with the internal law of the State where the Mortgaged Property is located, except that Grantor expressly acknowledges that by their terms and to the fullest extent permitted by the law of such State, the Credit Agreement and other Loan Documents (aside from certain other Mortgages to be recorded outside New York) shall be governed by and construed in accordance with the laws of the State of New York, without regard

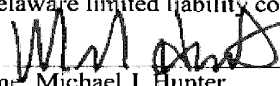
to principles of conflict of law. Grantor and Beneficiary agree to submit to jurisdiction and the laying of venue for any suit on this Deed of Trust in the State where the Mortgaged Property is located. The terms and provisions set forth in Exhibit B attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Deed of Trust and the terms and provisions set forth in Exhibit B, the terms and provisions set forth in Exhibit B shall govern and control.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust to be effective as of the date first above written.

GRANTOR:

WILBUR-ELLIS COMPANY LLC,
a Delaware limited liability company

By: 

Name: Michael J. Hunter

Title: Senior Vice President and Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Francisco

On June 9th, 2025, before me, Joe Cavalli, a Notary Public, personally appeared Michael J. Hunter, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

[Signature & Notary Page - Deed of Trust (Wilbur-Ellis Company LLC - Washington) (Skagit County)]

EXHIBIT A**Legal Description**

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 Burlington Northern Railroad Company's (formerly Great Northern Railway Company) Station Ground Property at Whitney, Washington, being a portion of the same parcel of land described in Deed from John G. Jenne and Anna Jenne to the Seattle & Northern Railroad Company dated August 20, 1891, and filed for record August 27, 1891, in Volume 19 of Deeds, page 600, records of Skagit County, Washington situated in Government Lot 11 of Section 7, Township 34 North, Range 3 East of the Willamette Meridian, described as follows, to wit:

Commencing at the Southeast corner of said Section 7; thence North along the East line of said Section 7 a distance of 1,613.30 feet to the centerline of said railroad's company's main track, as now located and constructed;
thence Northwesterly along said main track centerline a distance of 2,106.10 feet;
thence Northeasterly at right angles to said main track centerline a distance of 57.5 feet to a point in the Westerly line of said parcel of land described in Deed filed for record in Volume 19 of Deeds, page 600, records of Skagit County, Washington and the true point of beginning;
thence Southeasterly parallel with said main tract centerline a distance of 585.00 feet;
thence Northeasterly at right angles to said main tract centerline a distance of 60.00 feet;
thence Southeasterly parallel with said main tract centerline a distance of 50.00 feet;
thence Northeasterly at right angles to said main track centerline a distance of 42.5 feet;
thence Southeasterly parallel with said main track centerline a distance of 110 feet, more or less, to a point being 16.0 feet West, as measured at right angles from the East line of said Government Lot 11;
thence North parallel with said East line a distance of 41.22 feet to a point being 200.00 feet Northeasterly as measured at right angles from said main tract centerline;
thence Northwesterly parallel with said main tract centerline a distance of 735 feet, more or less, to the most Northerly corner of said parcel of land described in Deed recorded in Volume 19 of Deeds, page 600, records of Skagit County, Washington;
thence Southwesterly at right angles to said main track centerline and along the Westerly line of said parcel of land described in Deed recorded in Volume 19 of Deeds, page 600, records of Skagit County, Washington a distance of 142.5 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel B:

Tract 2, Short Plat No. 33-87, approved October 30, 1987, recorded October 30, 1987, in Book 7 of Short Plats, page 197, under

Auditor's File No. 8710300035, and being a portion of Government Lots 8, 10 and 11, in Section 7, Township 34 North, Range 3 East, W.M., EXCEPT that portion of said Tract 2, conveyed to Skagit County for Bayview Edison Road by Deed recorded May 7, 1992, under Auditor's File No. 9205070083, records of Skagit County, Washington.

TOGETHER WITH that certain 30 foot easement over a portion of Tract 1 of said Short Plat, as shown on the face thereof.

Situate in the County of Skagit, State of Washington.

Parcel C:

A parcel of land situated in the North 1/2 of Southeast 1/4 (Government Lots 10 and 11) of Section 7, Township 34 North, Range 3 East, W.M., Skagit County, Washington, described as follows:

Commencing at the Southeast corner of said Section 7;
thence North along the East line of said Section 7, a distance of 1,613.3 feet to The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed;
thence Northwesterly along said Main Track centerline 2,106.1 feet;
thence Northeasterly at right angles to said Main Track centerline 57.5 feet;
thence Southeasterly parallel with said Main Track centerline 585.0 feet to the most Southerly corner of that certain parcel of land described in Quitclaim Deed from Burlington Northern Railroad Company to Wilbur-Ellis Company dated November 12, 1996 and the True Point of Beginning of the parcel of land being described;
thence Northeasterly at right angles to said Main Track centerline 60.0 feet;
thence Southeasterly parallel with said Main Track centerline 50.0 feet;
thence Northeasterly at right angles to said Main Track centerline 42.5 feet;
thence Southeasterly parallel with said Main Track centerline 110 feet, more or less, to a point 16.0 feet West, as measured at right angles from the East line of said Government Lot 11;
thence North parallel with said East line 41.22 feet to a point being 200.0 feet Northeasterly, as measured at right angles from said Main Track centerline;
thence Southeasterly parallel with said Main Track centerline 30 feet, more or less, to the Westerly right of way line of 100.0 foot wide Bayview-Edison Road in the City of Whitney, Washington, according to the recorded plat thereof;
thence Southerly along said Westerly right of way line a distance of 145 feet, more or less, to the intersection with a line drawn parallel with and 57.5 feet normally distant Northeasterly from said Main Track centerline;
thence Northwesterly along the last described parallel line a distance of 155 feet, more or less, to the True Point of Beginning.

EXCEPT that portion described as follows:

Beginning at the Southwest corner of said parcel, said point also shown as the Southwest corner of Parcel "A1" on Survey recorded under Auditor's File No. 200105020013;

Exhibit A-2

thence Northeasterly at right angles to said Main Track centerline 60.0 feet;
thence Southeasterly parallel with said Main Track centerline 35.80 feet;
thence Southwesterly at right angles to said Main Track centerline 60.0 feet;
thence Northwesterly parallel with said Main Track centerline 35.80 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

Parcel D:

A parcel of land situated in the North 1/2 of Southeast 1/4 (Government Lots 10 and 11) of Section 7, Township 34 North, Range 3 East of the Willamette Meridian, Skagit County, Washington, described as follows:

Commencing the Southeast corner of said Section 7, as said point is shown on that certain Record of Survey map recorded under Auditor's File No. 200105020013, records of Skagit County, Washington;
thence North along the East line of said Section 7 a distance of 1,613.3 feet to The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed;
thence Northwesterly along said Main Track centerline 2,106.1 feet;
thence Northeasterly at right angles to said Main Track centerline 57.5 feet;
thence Southeasterly parallel with said Main Track centerline 585.0 feet to the most Southerly corner of that certain parcel of land described in Quitclaim Deed from Burlington Northern Railroad Company to Wilbur-Eliis Company dated November 12, 1996, said point being shown as the Southwest corner of Parcel "A1" on said Record of Survey; thence Northeasterly at right angles to said Main Track centerline 60.0 feet;
thence Southeasterly parallel with said Main Track centerline 35.80 feet to the TRUE POINT OF BEGINNING of the parcel of land being described; thence Northeasterly at right angles to said Main Track centerline 42.5 feet; thence Southeasterly parallel with said Main Track centerline 14.20 feet; thence Southwesterly at right angles to said Main Track centerline 42.5 feet; thence Northwesterly parallel with said Main Track centerline 14.20 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

EXHIBIT B**Local Law Provisions**

1.1 Commercial Loan. Grantor represents, warrants, and covenants to Beneficiary that the Loan is made exclusively for commercial, investment, or business purposes and no portion thereof will be used for any consumer, personal, family or household purpose.

1.2 Assignment of Leases and Rents. The assignment of leases and rents pursuant to the Deed of Trust is intended to be specific, perfected and choate upon recording as provided in RCW 7.28.230. Grantor expressly agrees that Beneficiary shall have, in addition to all other rights and remedies set forth elsewhere in this Deed of Trust, all the rights set forth in RCW 7.28.230 and related laws, statutes and cases (as amended, supplemented or supplanted) regarding enforcement of assignments of rents and leases, or otherwise available under Washington law.