

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

December 30, 2021
Date of Report (date of earliest event reported)

Copper Property CTL Pass Through Trust

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction of incorporation)

000-56236
(Commission File Number)

85-6822811
(IRS Employer Identification No.)

3 Second Street, Suite 206
Jersey City, NJ
(Address of Principal Executive Offices)

07311-4056
(Zip Code)

(201) 839-2200
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On December 30, 2021, Copper Property CTL Pass Through Trust (the "Trust") amended its Amended and Restated Pass Through Trust Agreement, dated January 30, 2021 (the "Trust Agreement"), without the consent of its certificateholders as provided in the Trust Agreement, to permit the Trust to invest moneys held by the Trust in the accounts provided for by the Trust Agreement instead of holding them in non-interest bearing accounts.

The foregoing description of the amendments to the Trust Agreement is qualified in its entirety by reference to the full text of the Amendment No. 2 to the Trust Agreement a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Number

3.1 Amendment No. 2 to Amended and Restated Pass Through Trust Agreement, dated December 30, 2021.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COPPER PROPERTY CTL PASS THROUGH TRUST

By: /s/ Larry Finger

Larry Finger

Principal Financial Officer

Date: December 30, 2021

AMENDMENT NO. 2
TO
AMENDED AND RESTATED PASS THROUGH TRUST AGREEMENT

AMENDMENT NO. 2 (this "Amendment") dated as of December 30, 2021 between COPPER BIDCO LLC ("BidCo") and GLAS TRUST COMPANY LLC (the "Trustee").

WHEREAS, BidCo and the Trustee are parties to the Amended and Restated Pass Through Trust Agreement dated as of January 30, 2021 (as amended by Amendment No. 1 dated as of June 11, 2021 and as further amended, amended and restated, modified or otherwise supplemented from time to time, the "Trust Agreement") in respect of Copper Property CTL Pass Through Trust (the "Trust");

WHEREAS, pursuant to Section 9.01(c) of the Trust Agreement, the Trust Agreement may be amended, without the consent of the Certificateholders, to make or modify any other ministerial provision in regard to matters or questions as BidCo may deem necessary and that will not adversely affect the interests of the Certificateholders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Trust Agreement as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment, terms defined in the Trust Agreement, as amended hereby, are used herein as defined therein.

Section 2. Amendments to Trust Agreement. The Trust Agreement is hereby amended as follows:

(a) Section 1.01 is amended as follows:

(i) The definition of "Manager's Reserve Account" is deleted and replaced in its entirety with the following definition:

"Manager's Reserve Account": Means that certain account established at the Agreed Bank in which the Trust may hold up to \$10.0 million (or such greater amount approved by the Majority Certificateholders). The initial Balance of the Manager's Reserve Account on the date hereof will be \$10.0 million.

(ii) The definition of "Trustee's Reserve Account" is deleted and replaced in its entirety with the following definition:

"Trustee's Reserve Account": Means that certain account established at the Agreed Bank in which the Trust may hold up to the Reserve Amount (or such greater amount approved by the Majority Certificateholders). The initial Balance of the Trustee's Reserve Account on the date hereof will be \$15.0 million.

(b) The first clause of Section 5.01(a) is deleted and replaced in its entirety with the following:

(a) The Trustee shall direct the Agreed Bank in writing to establish and maintain on its books and records for the benefit of the Trustee (on behalf of the Certificateholders) all of the following accounts:

(c) Section 7.02(m) is deleted and replaced in its entirety with the following:

(m) Unless the Trustee and the Manager elect otherwise, all funds deposited with the Trustee hereunder shall be held in non-interest bearing deposit accounts (including the Accounts) and shall not be invested. If the Trustee and the Manager agree that funds deposited with the Trustee shall be invested, the Trustee shall invest such funds only as specifically directed in writing by the Manager, and the Trustee may rely upon such written direction by the Manager as provided in Section 7.02 and shall have no liability for following the written instruction of the Manager in the event of any loss, fee, tax or other charge incurred in connection with the investment of any such funds (including funds in the Accounts) in reliance on such written direction, unless doing so would amount to gross negligence, bad faith or willful misconduct by the Trustee.

Section 3. Governing Law. THIS AMENDMENT HAS BEEN DELIVERED IN THE STATE OF NEW YORK AND THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

Section 4. Counterparts. This Amendment may be executed in any number of counterparts (and no party shall be required to execute the same counterpart). Each counterpart of this Amendment, including a signature page or pages executed by each of the parties hereto, shall be an original counterpart of this Amendment, but all of such counterparts together shall constitute one instrument. The parties intend that images of manually executed signatures transmitted by facsimile, email or other electronic format (including, without limitation, "pdf," "tif" or "jpg") and other electronic signatures (including without limitation, DocuSign and AdobeSign) shall constitute original signatures and are binding on all parties. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper based record-keeping system to the fullest extent permitted by applicable law, including the

Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. The original documents shall be promptly delivered, if requested.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

COPPER BIDCO LLC

By its sole member, GLAS AMERICAS LLC

By: /s/ Lisha John

Name: Lisha John

Title: Vice President

GLAS TRUST COMPANY LLC, as Trustee

By: /s/ Lisha John

Name: Lisha John

Title: Vice President