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GUARDIAN NORTHWEST TITLE CO.

SUBORDINATION AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

GRANTOR: MCP BIRCHVIEW WA OPCO, LLC,
a Texas limited liability company

GRANTEE: BMO HARRIS BANK N.A.,
a national banking association

MATTER REFERENCE: Unrecorded lease dated July 1, 2020.

ABBREV. LEGAL DESCRIPTION: 925 Dunlop Avenue, Sedro-Woolley, WA 98284 (For complete legal description, see Exhibit A attached hereto)

Lots 1-15 17-30 BL 115 Town of Sedro

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 4152-115-015-0007, 4152-115-010-0002, and 4152-115-030-0008

THIS SUBORDINATION AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Agreement") is made as of July 1, 2020, by MCP BIRCHVIEW WA OPCO, LLC, a Texas limited liability company, having an address at c/o MedCore Partners, LLC, 12377 Merit Drive, Suite 500, Dallas, Texas 75251 ("Operator"), for the benefit of BMO HARRIS BANK N.A., a national banking association, as grantee, having an address at 115 S. LaSalle Street, 19W, Chicago, Illinois 60603, as Administrative Agent (together with its successors and assigns, "Administrative Agent") for itself and such other co-lenders as may exist from time to time (collectively, "Lenders").

RECITALS

A. Lenders have agreed to make a loan (the "Loan") in the principal sum of up to FORTY-FOUR MILLION EIGHT HUNDRED NINETY-ONE THOUSAND ONE HUNDRED FORTY-SIX DOLLARS (\$44,891,146.00) or so much thereof as may be advanced pursuant to that certain Loan Agreement dated as of the date hereof among Operator, the borrower parties described therein (collectively, the "Borrowers"), Administrative Agent and the Lenders (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Loan Agreement") evidenced by that certain Promissory Note or those certain Promissory Notes each dated as of the date hereof made by the Borrowers to each Lender (such Promissory Notes, together with all extensions, renewals, replacements, restatements, or modifications thereof being hereinafter referred to collectively as the "Note") and due on July 1, 2025 (the "Maturity Date"), or such earlier date on which the final payment of principal of the Note becomes due and payable as provided under the Loan Documents (as defined below), whether at such stated Maturity Date, by declaration of acceleration, or otherwise.

B. The Loan is secured by, among other things, a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, of even date herewith, given by Owner in favor of Administrative Agent (the "Security Instrument"), and encumbering, among other things, Owner's fee interest in and to the real property more particularly described on Exhibit A attached hereto (the "Premises").

C. Owner and Operator have entered into that certain Lease Agreement dated as of July 1, 2020 (the "Operating Lease"), pursuant to which Owner has granted to Operator a leasehold interest in the Premises on which Operator intends to operate the Approved Facility (as defined in the Loan Agreement).

D. Operator has agreed to, among other things, (i) confirm the subordination of the Operating Lease to the Security Instrument and the other Loan Documents and to the respective liens thereof on the terms and conditions hereinafter set forth, and (ii) assign certain leases and rents related to the Premises as additional collateral for the Loan.

160222894.2

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<u>BT</u>
DATE	<u>8-17-20</u>

AGREEMENTS

NOW, THEREFORE, in consideration of the making of the Loan by Lenders and the covenants, agreements, representations and warranties set forth in this Agreement, Operator hereby agrees as follows:

1. Subordination. The Operating Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Operator thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Security Instrument and the other Loan Documents and to the respective liens thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder with the same force and effect as if the Security Instrument and the other Loan Documents had been executed, delivered and recorded prior to the execution and delivery of the Operating Lease.

2. Estoppel. Operator represents and warrants that as of the date hereof (a) the Operating Lease constitutes the entire agreement between Operator and Owner with respect to Operator's use and enjoyment of the Premises and has not been modified or amended, (b) the Operating Lease is in full force and effect and the term thereof commenced on the date hereof, (c) neither Operator nor Owner is in default under any of the material terms, covenants or provisions of the Operating Lease, and Operator knows of no event which, but for the passage of time or the giving of notice, or both, would constitute an event of default under the Operating Lease by Operator or Owner thereunder, (d) neither Operator nor Owner has commenced any action or given or received any notice for the purpose of terminating the Operating Lease, (e) all Rent (as defined in the Operating Lease) (herein, "Operating Lease Rent") and other sums due and payable under the Operating Lease have been paid in full and no Operating Lease Rent or other sums payable under the Operating Lease have been paid for more than one (1) month in advance of the due dates thereof and (f) there are no offsets or defenses to the payment of the Operating Lease Rent or other sums payable under the Operating Lease.

3. Leases and Rents.

(a) Certain Definitions. As used herein the following terms have the following meanings:

(i) Leases. As used herein, "Leases" means, collectively, all leases, subleases, licenses, franchises, concessions, or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession, or occupancy of the Property or any part thereof, and wherein Operator is the lessor, sublessor, licensor, franchisor or grantor, whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership, or similar

proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Property) and all amendments, modifications, supplements, extensions, or renewals thereof, whether now or hereafter existing.

(ii) Rents. As used herein, "Rents" means, collectively, all rents, including without limitation percentage rent and additional rent (including tenant tax and operating expense reimbursements), monies payable as damages or in lieu of rent, revenues, parking revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, income, receipts, royalties, receivables, termination payments, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Operator, or its agents or employees, from any and all sources arising from or attributable to the Property.

(b) Assignment of Leases and Rents. As part of the consideration for the Loan, Operator hereby absolutely and unconditionally assigns and transfers to Administrative Agent all of Operator's right, title, and interest in and to all current and future Leases and Rents, including all prepaid rents and security deposits; it being intended by Operator that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Agreement, Administrative Agent grants to Operator a revocable license to collect, receive, use and enjoy the Leases and Rents in accordance with the Operating Lease, so long as no Event of Default exists. Operator shall hold the Rents, or a portion thereof sufficient to discharge the Obligations, in trust for the benefit of Administrative Agent, for use in the payment of such Obligations. For purposes of giving effect to this absolute assignment of Leases and Rents, and for no other purpose, Leases and Rents shall not be deemed "Collateral" under the Security Agreement. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the State in which the Premises are located, then the Leases and Rents shall be included as "Collateral" under the Security Agreement and it is the intention of the Operator that in this circumstance this Agreement create and perfect a lien on Leases and Rents in favor of Administrative Agent, which lien shall be effective as of the date of this Agreement.

(c) Revocable License to Collect Rents. After the occurrence of an Event of Default, Operator authorizes Administrative Agent to collect, sue for and compromise Rents and directs each tenant under a Lease to pay all Rents to, or as directed by, Administrative Agent. Until the occurrence of an Event of Default, however, Administrative Agent hereby grants to Operator a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Administrative Agent and to apply all Rents to pay Obligations then due and payable, and to pay the current costs and expenses of managing, operating and maintaining the Premises, including utilities, real estate taxes and assessments and insurance premiums, tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the

Rents remaining after application pursuant to the preceding sentence may be retained by Operator free and clear of, and released from, Administrative Agent's rights with respect to Rents under this Agreement. From and after the occurrence of an Event of Default, and without the necessity of Administrative Agent entering upon and taking and maintaining control of the Premises directly, or by a receiver, Operator's license to collect Rents shall automatically terminate and Administrative Agent shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Operator shall pay to Administrative Agent upon demand all Rents to which Administrative Agent is entitled. At any time on or after the date of Administrative Agent's demand for Rents, (i) Administrative Agent may give, and Operator hereby irrevocably authorizes Administrative Agent to give, notice to all tenants under Leases instructing them to pay all Rents to Administrative Agent, (ii) no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and (iii) no tenant shall be obligated to pay to Operator any amounts which are actually paid to Administrative Agent in response to such a notice. Any such notice by Administrative Agent shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Operator shall not interfere with and shall cooperate with Administrative Agent's collection of such Rents.

(d) No Other Assignment. Operator represents and warrants to Administrative Agent that Operator has not executed any prior assignment of Leases or Rents that Operator has not performed, and Operator covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Administrative Agent from exercising its rights under this Section 3.

(e) Right of Entry; Appointment of Receiver. If an Event of Default has occurred and is continuing, Administrative Agent may, regardless of the adequacy of Administrative Agent's security or the solvency of Operator and even in the absence of waste, enter upon and take and maintain full control of the Premises in order to perform all acts that Administrative Agent in its reasonable discretion determines to be necessary or desirable for the operation and maintenance of the Premises, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Premises and the execution or termination of contracts providing for the management, operation or maintenance of the Premises, for the purposes of enforcing the assignment of Leases and Rents, protecting the Premises or the security of this Agreement, or for such other purposes as Administrative Agent in its reasonable discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Administrative Agent's security, without regard to Operator's solvency and without the necessity of giving prior notice (oral or written) to Operator, Administrative Agent may apply to any court having jurisdiction for the appointment of a receiver for the Premises to take any or all of the actions set forth in the preceding sentence. If Administrative Agent elects to seek the appointment of a receiver for the Premises at any time after an Event of Default has occurred and is continuing, Operator, by its execution of this Agreement, expressly

consents to the appointment of such receiver, including the appointment of a receiver ex parte if permitted by applicable law. Administrative Agent or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Premises. Immediately upon appointment of a receiver or immediately upon the Administrative Agent's entering upon and taking possession and control of the Premises, Operator shall surrender possession of the Premises to Administrative Agent or the receiver, as the case may be, and shall deliver to Administrative Agent or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Premises and all security deposits and prepaid Rents. In the event Administrative Agent takes possession and control of the Premises, Administrative Agent may exclude Operator and its representatives from the Premises.

(f) No Liability To Operator. If Administrative Agent enters the Premises, Administrative Agent shall be liable to account only to Operator and only for those Rents actually received. Except to the extent of Administrative Agent's gross negligence or willful misconduct, Administrative Agent shall not be liable to Operator, anyone claiming under or through Operator or anyone having an interest in the Premises, by reason of any act or omission of Administrative Agent, and Operator hereby releases and discharges Administrative Agent from any such liability to the fullest extent permitted by law.

(g) Effect of Entry. Any entering upon and taking of control of the Premises by Administrative Agent or the receiver, as the case may be, and any application of Rents as provided in this Agreement shall not cure or waive any Event of Default or invalidate any other right or remedy of Administrative Agent under applicable law or provided for in this Agreement or in the Operating Lease.

4. Assignment of Security Interest. As additional security for the Loan, Operator hereby transfers, sets over and assigns to Administrative Agent, and hereby grants to Administrative Agent a security interest in, all of Operator's right, title and interest in and to the Security Agreement and Assignment of Leases and Rents of even date herewith, given by HSP Investments I, LLC, a Washington limited liability company, in favor of Operator (the "Security Agreement"). Operator (a) will maintain the Security Agreement in full force and effect; (b) will fully perform all of its obligations under the Security Agreement; (c) will give prompt notice to Administrative Agent of any notice received by Operator under the Security Agreement, together with a complete copy of any such notice, and (d) will not further assign the Security Agreement. Operator hereby represents and warrants that the Security Agreement is in full force and effect and there has been no previous assignment of Operator's interest in the Security Agreement. If an Event of Default exists under the Note, the Loan Agreement, the Security Instrument and/or any other Loan Document, Administrative Agent will have the right to exercise all the rights under the Security Agreement granted to the Operator in the Security Agreement. Administrative Agent does not assume any obligations or duties of the Operator concerning the Security Agreement unless Administrative Agent exercises its rights under this

Paragraph 3. Operator irrevocably constitutes and appoints Administrative Agent as Operator's attorney-in-fact effective after the occurrence of an Event of Default to demand, receive and enforce Operator's rights with respect to the Security Agreement and to do any and all acts in Operator's name or in the name of Administrative Agent with the same force and effect as Operator could do if this assignment had not been made. This appointment will be deemed to be coupled with an interest and irrevocable.

5. Indebtedness. This Agreement and the grants, assignments and transfers made in this Section are given for the purpose of securing the Loan and for the purpose of securing the performance of (1) all other obligations of Borrowers (including the Owners and Operators) contained herein and, as applicable, in the Note, the Loan Agreement and the other Loan Documents, and (2) each obligation of Borrower (including the Owners and Operators) contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of this Agreement, any Note, the Loan Agreement or any other Loan Document.

6. Termination of Operating Lease. If the Administrative Agent, any Lender or any other subsequent purchaser of the Property shall become the owner of the Premises by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument (the Administrative Agent or such other purchaser being hereinafter referred to as "Purchaser"), the Operator agrees that the Operating Lease shall terminate. Purchaser shall not be (a) liable for the failure of any landlord (any such landlord, including any Owner and any successor landlord, being hereinafter referred to as a "Landlord") to perform any of its obligations under the Operating Lease which have accrued prior to the date on which Purchaser shall become the owner of the Premises, (b) subject to any offsets, defenses, abatement or counterclaims which shall have accrued in favor of Operator against any Landlord prior to the date upon which Purchaser shall become the owner of the Premises, (c) liable for the return of rental security deposits, if any, paid by Operator to any Landlord in accordance with the Operating Lease, (d) bound by any payment of rents, additional rents or other sums which Operator may have paid more than one (1) month in advance to any Landlord unless such sums are actually received by Purchaser or (e) bound by any agreement terminating or amending or modifying the rent, term, commencement date or other material term of the Operating Lease, or any voluntary surrender of the Premises, made without the Administrative Agent's or Purchaser's prior written consent prior to the time Purchaser succeeded to Owner's interest. In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Premises and shall in no event exceed such interest.

7. Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 12.6 of the Loan Agreement.

8. Defined Terms. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement.

9. Notice to Administrative Agent. Operator agrees that it shall deliver to the Administrative Agent a copy of any written notice of default given by Operator to Landlord simultaneously with the delivery to Landlord.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Purchaser and their respective successors and assigns.

11. Governing Law. This Agreement shall be governed by the laws of the State in which the Premises is located with respect to the following: (i) the creation, perfection, and enforcement of the lien of this Agreement with respect to real property, interests in real property, improvements and fixtures; (ii) the enforcement of the assignment of Leases and Rents and other terms of Section 3, (iii) the appointment of a receiver and the terms of any such receivership, and (iv) any other provision of the laws of the State in which the Premises are located that is specifically referenced herein. Subject to the foregoing, in all other respects, this Agreement shall be governed by the substantive laws of the State of Illinois.

12. Miscellaneous. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. If any conflict or inconsistency exists between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, THIS SUBORDINATION AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS has been executed by Operator as of the day and year first above written.

OPERATOR:

MCP BIRCHVIEW WA OPCO, LLC,
a Texas limited liability company

By: [Signature]
Print Name: Michael Graham
Its: President

STATE OF Texas)
COUNTY OF Dallas)

Before me, Hailey Bolton, a Notary Public in and for the County and State aforesaid, personally appeared Michael Graham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of MCP BIRCHVIEW WA OPCO, LLC, a Texas limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and seal this 29 day of June, 2020.

[Signature]
Notary Public

My Commission Expires: 1-9-2024

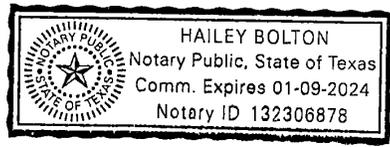


EXHIBIT A**LEGAL DESCRIPTION**

Real property in the City of Sedro-Woolley, County of Skagit, State of Washington, described as follows:

Lots 1 – 15, inclusive, and Lots 17 – 30, inclusive, Block 115, "Plat of the Town of Sedro" as per plat recorded in Volume 1 of Plats, Page 18, Records of Skagit County, Washington.

Together with those portions of vacated Woods Avenue, Graves Street also known as Fairhaven Street and the Alley located in said Block pursuant to City of Sedro-Woolley Ordinance No. 1253-96, dated February 12, 1996, which attached to the premise by operation of law.