

AFTER RECORDED RETURN TO:

Mary O'Kelley
Bradley Arant Boult Cummings LLP
110 Market Street, Suite 302
Chattanooga, TN 37402

DOCUMENT TITLE(S): SUBORDINATION AND ATTORNMEN AGREEMENT

Reference numbers: Unrecorded lease dated July 17, 2025 and 202507220067

Chicago Title
620058959

GRANTOR: CHR SEDRO WOOLLEY SPE LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND CHR SEDRO WOOLLEY TRS LLC, A DELAWARE LIMITED LIABILITY COMPANY

Additional names on page _____ of document

GRANTEE: GREYSTONE SERVICING COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY

Additional names on page _ of document

ABBREVIATED LEGAL: Lots 1-15 and Lots 17-30, Blk 115, Plat of the Town of Sedro

TAX PARCEL NUMBER(S): P76284 / 4152-115-010-0002, P76285 / 4152-115-015-0007 and P76288 / 4152-115-030-0008

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This Instrument Prepared by (under supervision
of an attorney licensed in Washington)

And After Recording Mail to:

Mary J. O'Kelley, Esq.
Bradley Arant Boult Cummings LLP
1110 Market Street, Suite 302
Chattanooga, TN 37402

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (the "**Agreement**") made as of July 17, 2025, by and among **CHR SEDRO WOOLLEY SPE LLC**, a Delaware limited liability company ("**Landlord**"), **GREYSTONE SERVICING COMPANY LLC**, a Delaware limited liability company ("**Lender**"), and **CHR SEDRO WOOLLEY TRS LLC**, a Delaware limited liability company ("**Tenant**").

RECITALS:

Landlord and Tenant have entered into that certain Lease Agreement dated as of July 17, 2025 (together with all amendments, modifications and supplements thereto set forth below, the "**Lease**"), pursuant to which Tenant leases from Landlord, the property commonly known as "Birchview Memory Care," which is located in the City of Sedro-Woolley, County of Skagit, State of Washington (the "**Project**"). The real estate included as part of the Project is described on Exhibit A attached hereto.

Landlord and Tenant (collectively, "**Borrower**") have collectively borrowed the sum of \$16,200,000.00 from Lender (the "**Loan**"), and the Loan is evidenced by a Promissory Note from Borrower to Lender of even date herewith (the "**Note**") and that certain Loan Agreement by and between Lender and Borrower of even date herewith (the "**Loan Agreement**") and secured by, among other things, a Deed of Trust, Security Agreement, and Fixture Filing, of even date herewith (the "**Deed of Trust**") granting a first lien on the Project.

The Note, the Loan Agreement, the Deed of Trust and the other documents, certificates, instruments and agreements executed by Borrower in connection with the Loan or to otherwise evidence or secure the Loan, and all renewals, supplements, or amendments thereto or a part thereof, are collectively referred to as the "**Loan Documents**."

Tenant and Lender desire to confirm their understanding with respect to the Lease and the Loan Documents, and to have Landlord confirm its agreement therewith.

AGREEMENT:

In consideration of the covenants, terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. **Subordination.** The Lease and any extensions, modifications or renewals thereof, including but not limited to any option to purchase or right of first refusal to purchase the Project or any portion thereof, if any, is and shall continue to be subject and subordinate in all respects to the Loan Documents and the liens and security interests created thereby.

2. **Notice of Default and Cure.** Tenant agrees to deliver to Lender, in the manner set forth in Section 12 below, a copy of any notice sent to Landlord by Tenant alleging default or non-compliance. If Landlord fails to cure such default within the time provided in the Lease, Lender shall have the right, but not the obligation, to cure such default on behalf of Landlord within sixty (60) calendar days after the time provided for Landlord to cure such default in the Lease has expired or, if such default cannot be cured within that time, within a reasonable period provided Lender is proceeding with due diligence to cure such default. In such event, Tenant shall not terminate the Lease while such remedies are being diligently pursued by Lender. Further, Tenant shall not terminate the Lease on the basis of any default by Landlord that is incurable by Lender (such as, for example, the bankruptcy of Landlord or breach of any representation by Landlord), provided Lender is proceeding with due diligence to commence an action to appoint a receiver or to obtain the right to possession of the Project by foreclosure, deed in lieu of foreclosure, or otherwise ("***Foreclosure***"). Tenant hereby agrees that no action taken by Lender to enforce any rights under the Loan Documents by reason of any default thereunder (including, without limitation, the appointment of a receiver, any Foreclosure or any demand for rent under any assignment of rents or leases) shall give rise to any right of Tenant to terminate the Lease, nor shall such action invalidate or constitute a breach of any of the terms of the Lease.

3. **Termination.** Upon the occurrence of an Event of Default, Lender may, at its option, elect to terminate or require that Landlord and Tenant terminate the Lease without any obligation of Lender to either Landlord or Tenant. The effective date of said termination shall be as provided in Lender's written notice of its election under this Section.

4. **Attornment.**

(a) If Lender or its nominee or designee, or another purchaser of the Project upon a Foreclosure (Lender or any such person or entity, a "***Successor Owner***") succeeds to the interest of Landlord under the Lease, such Successor Owner may, in its sole discretion, elect to continue the Lease, in which case Successor Owner shall recognize the Lease and Tenant's rights thereunder, and Tenant shall make full and complete attornment to Successor Owner as substitute landlord upon the same terms, covenants and conditions as provided in the Lease, including, but not limited to, any option to purchase or right of first refusal to purchase the Project as may be provided in the Lease. Tenant agrees that any such option or right of first refusal to purchase the Project or any portion thereof, as may be provided in the Lease shall not apply to and shall not in any way impair or delay any Foreclosure, as defined herein.

(b) Tenant agrees that, if Successor Owner shall succeed to the interest of Landlord under the Lease, Successor Owner shall not be:

(i) liable for any prior act or omission of Landlord or any prior landlord or consequential damages arising therefrom; or

(ii) subject to any offsets or defenses which Tenant might have as to Landlord or any prior landlord; or

(iii) required or obligated to credit Tenant with any rent or additional rent for any rental period beyond the then current month which Tenant might have paid Landlord; or

(iv) bound by any amendments or modifications of the Lease made without Lender's or Successor Owner's prior written consent; or

(v) liable for refund of all or any part of any security deposit unless such security deposit shall have been actually received by Lender and designated as a security deposit when transmitted to Lender.

5. **Agreement by Tenant.** Tenant agrees that, without the prior written consent of Lender in its sole discretion in each case, Tenant shall not (a) amend, modify, terminate or cancel the Lease or any extensions or renewals thereof, or tender a surrender of the Lease, (b) make a prepayment of any rent or additional rent more than one (1) month in advance of the due date thereof, or (c) subordinate or permit the subordination of the Lease to any lien or security interest subordinate to the Loan Documents. Any such purported action without such consent shall be void as against Lender or the holder of the Loan Documents.

6. **Notice of Loan.** To the extent that the Lease shall entitle Tenant to notice of the existence of any of the Loan Documents and the identity of any mortgagee or any ground lessor, this Agreement shall constitute such notice to Tenant with respect to the Loan Documents and Lender.

7. **Tenant Lockbox.** Upon and after the occurrence of a default under the Loan Documents that is not cured after any applicable notice and/or cure periods, Lender shall be entitled, but not obligated, to require that Tenant pay all rent, additional rents, escrows and impounds under the Lease as directed by Lender, which payment shall, to the extent made, satisfy such payment obligations of Tenant under the Lease. Landlord agrees to hold Tenant harmless with respect to any such payments made by Tenant to Lender.

8. **Lender Liability.** Nothing in this Agreement shall impose upon Lender any liability for the obligations of Landlord under the Lease unless and until Lender takes title to the Project, at which time Lender shall be responsible only for ongoing obligations arising after the date such Successor Owner takes title and possession of the entire Project. Anything herein or in the Lease to the contrary notwithstanding, in the event that a Successor Owner shall acquire title to the Project, Successor Owner shall have no obligation, nor incur any liability, beyond Successor Owner's then interest, if any, in the Project, and Tenant shall look exclusively to such interest, if any, of Successor Owner in the Project for the payment and discharge of any obligations imposed upon Successor Owner hereunder or under the Lease, and Successor Owner is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor Owner, Tenant shall look solely to the estate or interest owned by Successor Owner in the Project, and Tenant will not collect or attempt to collect any such judgment out of

any other assets of Successor Owner. Except as specifically provided in this Agreement, Lender shall not, by virtue of this Agreement, the Deed of Trust or any other instrument to which Lender may be party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise.

9. **Assignment Upon Termination.**

(a) Upon termination of the Lease for any reason whatsoever (the date of such termination being referred to as the "***Effective Date***"), the Lease shall become and be construed as an absolute assignment for purposes of vesting in the Lender, or at the Lender's option, Successor Owner (or their designee) (in such case, Lender, Successor Owner or such designee, as applicable, shall be called the "***Successor Operator***") all of Tenant's right, title, and interest in and to the following, to the extent assignable by law: (A) all licenses and permits to the Project in Tenant's name, any Medicare or Medicaid provider agreements, provider agreements with any other third party payor, and any certificate of need relating to the Project, (B) all documents, charts, personnel records, patient records, and other documents relating to the Project or operations at the Project, (C) all existing agreements with residents of the Project and any guarantors of such agreements and any and all patient trust fund accounts and (D) all other assignable intangible property not enumerated above that is now or in the future used in connection with the operation of the Project, including all rights attendant to the name of the Project as then known to the general public. Tenant shall sign and deliver to Successor Operator any documents that may be reasonably necessary to transfer the foregoing to Successor Operator. Upon the expiration or termination of the Lease, Tenant shall leave all documents, charts, personnel records, patient records, and other documents relating to the Project or operations at the Project. Following the Effective Date, Tenant agrees to timely file any terminating cost reports required by Medicare or Medicaid and any third party payor that requires cost reports, and Tenant agrees to provide a copy of each such report to the Successor Operator.

(b) Any of Tenant's additions of software, licenses, proprietary information, policies, and procedures by Tenant shall not become part of Successor Operator's personal property; provided, however, upon request of Successor Operator, in consideration of a payment by Successor Operator or their designees of Ten Dollars (\$10.00) and any applicable lease, rent, or license fees owed to any third parties during the Transition Period (hereinafter defined), Tenant shall license Successor Operator or its designee to utilize Tenant's software and computer hardware for a period of ninety (90) days (the "***Transition Period***") in connection with the transition of operations from Tenant to Successor Operator or its designee. To the extent Tenant is obligated under license agreements with third party vendors supplying software or computer hardware to such Tenant, Tenant shall use its best efforts to arrange for Successor Operator to enter into licensing agreements with such third party vendors to allow Successor Operator or its designee to utilize such software and computer hardware supplied by such third party vendors for the duration of the Transition Period.

(c) Upon termination of the Lease for any reason whatsoever, Tenant covenants and agrees to do such things and to take such actions as may, from time to

time, be necessary or appropriate to permanently surrender and withdraw from possession and operation of the Project, and shall thereafter be fully and permanently relieved of all powers, duties, responsibilities and obligations that are conferred or imposed upon Tenant under the Lease (except those obligations which survive the termination hereof as provided herein) and to restore and place Successor Operator in possession and operation of the Project. Tenant covenants and agrees to execute and deliver to Successor Operator all assignments, documents and other instruments, to the reasonable satisfaction of Successor Operator in order to effectuate the provisions hereof, including, but not limited to, Tenant's execution and delivery of all documentation necessary to obtain all licenses and permits in Successor Operator's (or Successor Owner's) name, and a Transfer of Operations Agreement reasonably acceptable to Successor Operator in form and substance, which Agreement addresses the surrender of the Project and the surrender of operations issues and procedures not governed by the Lease or this Agreement and which appropriately transfers the Project operations to Successor Operator (or Successor Operator's designee).

(d) In the absence of prompt Tenant cooperation following written demand by Successor Operator or Lender, Tenant hereby irrevocably appoints Successor Operator and Lender, as agent of Tenant for the express purpose of signing, acknowledging and/or delivering any and all agreements, documents, instruments or other writings which are or may become necessary, proper and/or advisable to (i) cause possession and operation of the Project to be restored and turned over to Successor Operator in the manner and condition required hereunder, and (ii) cause any and all applicable state health licenses, and Medicare and Medicaid provider agreements to be obtained in the name of Successor Owner in the event that Successor Operator or Lender reasonably determines in good faith that (irrespective of any claim, dispute or other contention or challenge of Tenant) there is any breach, default or other lapse in any representation, warranty, covenant or other delegation of duty to Tenant (beyond any applicable grace period) and the issuing government agency has threatened or asserted that such license or provider agreement will terminate or has lapsed or that Tenant's license or certificate status is in jeopardy. This power is coupled with the ownership interest of Lender and Successor Operator in and to the Project, and all unilateral and incidental rights attendant thereto. None of the rights stated in this Section 9(d) may be exercised by Successor Operator until Tenant has been provided with thirty (30) days prior written notice and demand to perform, unless any such breach, default or other lapse in any representation, warranty, covenant or other delegation of duty by Tenant pertains to a citation by a Medicaid or Medicare surveyor of any condition described in such citation as "immediate jeopardy." The 30-day notice described immediately above shall be concurrent with any other rights to cure or grace periods granted to Tenant by any term of the Lease.

(e) Tenant acknowledges and agrees that the Project, including the licensed beds and the certification of such beds under the Medicare and Medicaid programs, was, and at all times under the terms of the Lease are, the sole and absolute property of Landlord, and which have all been pledged to Lender as security for the Loan, and Tenant shall have absolutely no right, title or claim of right whatsoever in and to the right to operate said beds; provided, however, that Landlord has permitted Tenant as a term of

the Lease, to maintain licensure of the Project as the licensed operator and all beds located at the Project to be in Tenant's name as licensed operator but only during the Term and provided only as long as Tenant is not in default or otherwise in breach of the Lease.

(f) Upon any termination of the Lease or any event of default by Tenant thereunder (which breach or default is not cured within any applicable grace period), Lender, or at Lender's option, Successor Operator shall have the sole, complete, unilateral, absolute and unfettered right to cause the applicable governmental authority license to be reissued in Successor Operator's name upon application therefore to the applicable governmental authority, and to further have the right to have any and all Medicare, Medicaid and any other provider and/or third party payor agreements issued in Successor Operator's (or Successor Operator's designee's) name.

10. **WAIVER OF JURY TRIAL.** EACH OF TENANT, LENDER AND LANDLORD HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11. **Successors and Assigns.** The provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words, "Lender," "Landlord" and "Tenant" shall include their respective heirs, legatees, executors, administrators, beneficiaries, successors and assigns. Lender may assign this Agreement to any successor to Lender's interest in the Loan Documents or as collateral for a loan to Lender.

12. **Notices.** Any notice or other communication required or permitted to be given in connection with this Agreement shall be in writing and shall be made by email (confirmed on the date the email is sent by one of the other methods of giving notice provided for in this Section) or by hand delivery, by Federal Express or other similar overnight delivery service, or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to receiving party at the appropriate addresses set forth below. Notice shall be considered given as of the earliest of the date of the email or the hand delivery, one (1) calendar day after delivery to Federal Express or similar overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was tendered as provided herein. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided. Lender's address for all notices hereunder is 419 Belle Air Lane, Warrenton, VA 20186, Email: Leslie.dominy@greyco.com or such other address as may be hereafter specified by written notice. Landlord's and Tenant's addresses for all notices hereunder shall be their addresses set forth in the Lease or such other address as may be hereafter specified by written notice.

13. **Choice of Law.** This Agreement shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. This Agreement contains the entire

agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

15. **Headings.** The headings of the sections of this Agreement are for convenience only and shall be disregarded in construing this Agreement.

[signatures on following pages]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

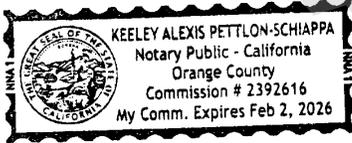
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On 07-11-2025 before me, Keeley Alexis Pettlon-Schiappa, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Edward E. Fernandez
Name(s) of Signer(s)

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 *Keeley Pettlon-Schiappa*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

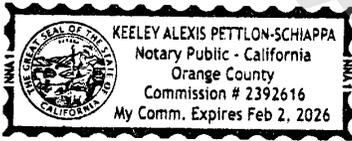
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On 07-11-2025 before me, Keeley Alexis Pettlon-Schiappa, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Edward E. Fernandez
Name(s) of Signer(s)

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 *Keeley Alexis Pettlon-Schiappa*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

LENDER:

GREYSTONE SERVICING COMPANY LLC, a
Delaware limited liability company

By: Barbara Masi
Name: Barbara Masi
Title: Vice President, Closing

STATE OF New Jersey
) ss.
COUNTY OF Morris

On July 10th, 2025, before me personally appeared Barbara Masi, to me known to be the Vice President, Closing of GREYSTONE SERVICING COMPANY LLC, a Delaware limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and such person on oath stated that such person was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Carlos A Garcia Jr
Print Name: Carlos A Garcia Jr
NOTARY PUBLIC in and for the State of NJ,
residing at Morris County
My appointment expires May 3, 2029

CARLOS A GARCIA JR.
Notary Public, State of New Jersey
Comm. # 50104323
My Commission Expires 05/03/2029

**EXHIBIT A
TO
SUBORDINATION AND ATTORNMENT AGREEMENT**

Legal Description of Property

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.

Situated in Skagit County, Washington.