

After recording, return to:

Jackson Walker LLP
2323 Ross Avenue, Suite 600
Dallas, TX 75201
Attention: Jamie Fowler

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**SUBORDINATION AGREEMENT
(OPERATING LEASE AND OPERATING SUBLEASES)**

THIS SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING SUBLEASES) (hereinafter, as it may be from time to time amended, restated, replaced, extended or otherwise modified, this “**Agreement**”), dated effective as of August 24, 2022, is made among **WOJV - AVISTA TENANT VENTURE, LLC**, a Delaware limited liability company (“**Operating Tenant**”), **HEBER OPCO, LLC**, a Delaware limited liability company (“**Operating Subtenant Heber**”), **HOLLADAY OPCO, LLC**, a Delaware limited liability company (“**Operating Subtenant Holladay**”), **MAPLETON OPCO, LLC**, a Delaware limited liability company (“**Operating Subtenant Mapleton**” and together with Operating Subtenant Heber and Operating Subtenant Holladay, individually sometimes called “**Operating Subtenant**” and collectively, “**Operating Subtenants**”), **WOJV HEBER, LLC**, a Delaware limited liability company (“**Borrower Heber**”), **WOJV HOLLADAY, LLC**, a Delaware limited liability company (“**Borrower Holladay**”), and **WOJV MAPLETON, LLC**, a Delaware limited liability company (“**Borrower Mapleton**” and together with Borrower Heber and Borrower Holladay, individually and collectively, as the context may require, “**Borrower**”), and **SYNOVUS BANK**, a Georgia state banking corporation (“**Lender**”).

RECITALS

A. Simultaneously with the execution of this Agreement, Borrower and Lender have executed a Loan Agreement dated of even date herewith (as amended, restated, replaced, extended or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which Lender has agreed to make a loan to Borrower in the principal amount of \$37,700,000.00 (as amended, modified, supplemented, extended, renewed or replaced from time to time, the “**Loan**”). All capitalized terms used but not otherwise defined herein shall have the meaning provided in the Loan Agreement.

B. Borrower has executed and delivered to Lender a promissory note evidencing the indebtedness incurred by Borrower under the Loan Agreement (as the same may be amended, increased, renewed, restated or otherwise modified from time to time, and, together with all renewal notes issued in respect thereof, collectively, the “**Note**”). Borrower’s obligations under the Note are secured by, among other things, (a) the Trust Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents (as it may have been or may be from time to time amended, restated, replaced, extended or otherwise modified, the “**Heber Mortgage**”) dated of even date herewith from Borrower Heber, as grantor, for the benefit of Lender, covering, among other property, the parcel of land (the “**Land Heber**”) described in Exhibit A-1 to this Agreement and the improvements (“**Improvements Heber**”) on the Land Heber (the Land Heber and the Improvements Heber are collectively the “**Property Heber**”), (b) the Trust Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents (as it may have been or may be from time to time amended, restated, replaced, extended or otherwise modified, the “**Holladay Mortgage**”) dated of even date herewith from Borrower Holladay, as grantor, for the benefit of Lender, covering, among other property, the parcel of land (the “**Land Holladay**”) described in Exhibit A-2 to this Agreement and the improvements (“**Improvements Holladay**”) on the Land Holladay (the Land Holladay and the Improvements Holladay are collectively the “**Property Holladay**”), and (c) the Trust Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents (as it may have been or may be from time to time amended, restated, replaced, extended or otherwise modified, the “**Mapleton Mortgage**” and together with the Heber Mortgage and the Holladay Mortgage, individually and collectively, as the context may require, the “**Mortgage**”) dated of even date herewith from Borrower Mapleton, as grantor, for the benefit of Lender, covering, among other property, the parcel of land (the “**Land Mapleton**” and together with the Land Heber and the Land Holladay, collectively, the “**Land**”) described in Exhibit A-3 to this Agreement and the improvements (“**Improvements Mapleton**” and together with the Improvements Heber and Improvements Holladay, collectively, the “**Improvements**”) on the Land Mapleton (the Land Mapleton and the Improvements Mapleton are collectively the “**Property Mapleton**” and together with the Property Heber and Property Holladay, collectively, the “**Property**”).

C. Operating Tenant is the tenant under that certain Master Lease Agreement dated December 20, 2019, between Operating Tenant, as tenant, and Borrower, as landlord (as it may from time to time be amended, restated, replaced, extended or otherwise modified, the “**Operating Lease**”), with respect to, among other things, the Property.

D. Operating Subtenant Heber is the subtenant under that certain Sublease dated as of December 20, 2019 by and between Operating Tenant, as sublandlord, and Operating Subtenant Heber, as subtenant (the “**Operating Sublease Heber**”).

E. Operating Subtenant Holladay is the subtenant under that certain Sublease dated as of December 20, 2019 by and between Operating Tenant, as sublandlord, and Operating Subtenant Holladay, as subtenant (the “**Operating Sublease Holladay**”).

F. Operating Subtenant Mapleton is the subtenant under that certain Sublease dated as of December 20, 2019 by and between Operating Tenant, as sublandlord, and Operating Subtenant Mapleton, as subtenant (the “**Operating Sublease Mapleton**” and together with the Operating

Sublease Heber and Operating Sublease Holladay, individually sometimes called the “**Operating Sublease**” and collectively, the “**Operating Subleases**”).

G. The term “**Borrower**” as used in this Agreement means the current landlord under the Operating Lease or, if the landlord’s interest is transferred in any manner, the successors or assigns occupying the position of landlord under the Operating Lease at the time in question. The term “**Operating Tenant**” as used in this Agreement means the current operating tenant under the Operating Lease and the sublandlord under the Operating Sublease, or if the operating tenant’s or sublandlord’s interest is transferred in any manner, the successors or assigns occupying the position of operating tenant or sublandlord under the Operating Sublease at the time in question.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Subordination of Operating Lease and Operating Sublease.**

(a) Operating Tenant acknowledges, confirms, agrees and covenants that the Operating Lease and the rights and remedies of Operating Tenant under the Operating Lease, all of Operating Tenant’s right, title and interest in and to the property covered by the Operating Lease, any lease thereafter executed by Operating Tenant covering all or any part of the Property, and any lien rights in favor of Operating Tenant arising under the Operating Lease are and shall be subject, subordinate and inferior to (i) the Mortgage and the rights of Lender under the Mortgage, and all right, title and interest of Lender in the Property, and (ii) all other Loan Documents. This Agreement is not intended and shall not be construed to subordinate the Operating Lease to any mortgage, deed of trust or other security document other than those referred to in the preceding sentence securing the indebtedness of Borrower to Lender. Without limitation of the effect of such subordination, Operating Tenant acknowledges and agrees that in all events the provisions of the Loan Agreement relative to the rights of Lender with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Borrower in lieu thereof) and/or insurance payable by reason of damage to or destruction of all or any portion of the Property shall at all times be prior and superior to and shall control over any contrary provisions in the Operating Lease.

(b) Each Operating Tenant acknowledges, confirms, agrees and covenants that its Operating Sublease and the rights and remedies of each Operating Subtenant under its Operating Sublease, all of each Operating Subtenant’s right, title and interest in and to the property covered by each Operating Sublease, any lease thereafter executed by any Operating Subtenant covering all or any part of the Property, and any lien rights in favor of any Operating Subtenant arising under any Operating Sublease are and shall be subject, subordinate and inferior to (i) the Mortgage and the rights of Lender under the Mortgage, and all right, title and interest of Lender in the Property, and (ii) all other Loan Documents. This Agreement is not intended and shall not be construed to subordinate the Operating Subleases to any mortgage, deed of trust or other security document other than those referred to in the preceding sentence securing the indebtedness of Borrower to Lender. Without limitation of the effect of such subordination, each Operating Subtenant acknowledges and agrees that in all events the provisions of the Loan Agreement relative to the rights of Lender with respect to proceeds arising from an eminent domain taking

(including a voluntary conveyance by Borrower in lieu thereof) and/or insurance payable by reason of damage to or destruction of all or any portion of the Property shall at all times be prior and superior to and shall control over any contrary provisions in the Operating Lease and any Operating Sublease.

2. **Future Unilateral Subordination of Mortgage.** Without limitation of any other provision of this Agreement, Lender may, at its option and without joinder or further consent of Operating Tenant, Operating Subtenant, Borrower or anyone else, at any time after the date of this Agreement, subordinate the lien of the Mortgage (or any other lien or security interest held by Lender which covers or affects the Property) to the Operating Lease, Operating Subleases, and any or all of the Operating Tenant Collateral Documents by executing an instrument that is intended for that purpose and that specifies such subordination. If Lender elects to subordinate the lien of the Mortgage, Operating Tenant and Operating Subtenants will execute any documents required to evidence such subordination; provided, however, notwithstanding that the Operating Lease, Operating Subleases, and Operating Tenant Collateral Documents may by unilateral subordination by Lender hereafter be made superior to the lien of the Mortgage, the provisions of the Mortgage relative to the rights of Lender with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Borrower in lieu thereof) and/or insurance payable by reason of damage to or destruction of all or any portion of the Property shall at all times be prior and superior to and shall control over any contrary provisions in the Operating Lease and Operating Subleases.

3. **Rights of Lender after an Event of Default.** Upon an Event of Default (after the expiration of all notice and cure periods), Operating Tenant and Operating Subtenants shall each execute in favor of Lender a Security Agreement and Assignment of Leases and Rents. Lender, Borrower, Operating Tenant, and Operating Subtenants hereby agree that if the Mortgage is foreclosed, whether by power of sale or by court action, or upon a transfer of the Property by conveyance in lieu of foreclosure (such foreclosure or sale or conveyance in lieu of foreclosure is referred to herein as a "Foreclosure" and the purchaser or the transferee at such Foreclosure, including Lender or an affiliate, nominee or designee of Lender, if it is the purchaser or transferee, is referred to as the "New Owner"), the Operating Lease and Operating Subleases will terminate as of the date of Foreclosure without payment of any termination fees or charge notwithstanding anything to the contrary in the Operating Lease or Operating Subleases; provided, however, if New Owner cannot immediately obtain a license to operate the Property under its current use because of a procedural delay, New Owner may elect in its sole discretion not to automatically terminate the Operating Lease and Operating Sublease during such procedural delay and shall evidence such election by written notice to Borrower, Operating Tenant, and Operating Subtenants. Upon termination (a) Operating Tenant and Operating Subtenants shall no longer have any rights under the Operating Lease or Operating Subleases and shall, to the extent not prohibited under applicable Requirements of Law, promptly deliver to New Owner, without cost to Lender or New Owner, all books and records pertaining to the operation and management of the Property in Operating Tenant's and Operating Subtenants' possession, and (b) Operating Tenant and Operating Subtenants shall surrender possession of the Property and all personal property owned by Operating Tenant and Operating Subtenants and Borrower, other than (i) all proprietary systems, computer software, policy and other manuals, materials and other information, and intellectual property, in each case, in whatever form, provided by or developed by Operating Tenant, and (ii) for the avoidance of doubt, any personal property owned by the property manager or any residents

of the Property. Notwithstanding the foregoing terms of this Section 3, the rights described in this Section 3 shall be exercised in accordance with all applicable Requirements of Law, including, without limitation, all Healthcare Laws. Operating Tenant and Operating Subtenants confirm that, upon termination of the Operating Lease and Operating Sublease, all Leases in which Operating Tenant holds the landlord's estate will automatically be assigned to New Owner, and Operating Tenant and Operating Subtenants hereby agree to execute documentation reasonably required by New Owner to evidence such assignment.

4. **Procedural Delay.** If New Owner elects not to terminate the Operating Lease and Operating Subleases as provided in Section 3 above, New Owner assumes and agrees to perform the covenants, duties, and obligations of Borrower under the Operating Lease and Operating Tenant under the Operating Subleases accruing on or after the effective date of such Foreclosure; provided, however, notwithstanding anything to the contrary contained in the Operating Lease and Operating Subleases, (a) New Owner shall have a continuing right to terminate the Operating Lease and Operating Subleases upon 30 days prior written notice to Operating Tenant and Operating Subtenants, (b) New Owner will not be bound by any action of the Operating Lease or Operating Subleases concerning payment of expenses or a termination fee, (c) New Owner shall not be liable for any act or omission of any prior landlord (including Borrower or Operating Tenant), (d) New Owner shall not be subject to any offsets or defenses which Operating Tenant or Operating Subtenants might have against any prior landlord (including Borrower and Operating Tenant), (e) New Owner shall not be bound by any rent, security deposits, or additional rent which Operating Tenant or Operating Subtenants might have paid for more than one month in advance to any prior landlord (including Borrower and Operating Tenant) unless and to the extent the same is delivered to New Owner, (f) New Owner shall not be bound by any amendment or modification of the Operating Lease or Operating Subleases made without Lender's consent to the extent such consent was required pursuant to the Loan Documents, or (g) New Owner shall not be obligated under the Operating Lease or Operating Subleases beyond the date on which New Owner transfers the Property to a third party.

5. **Estoppel Certificate.** Operating Tenant and Operating Subtenants agree to execute and deliver from time to time, upon the request of Lender (not more frequently than once in any twelve-month period, provided, however, that during the existence and continuance of an Event of Default, such frequency limitation shall not apply), a certificate regarding the status of the Operating Lease and Operating Subleases, consisting of statements, if true (or if not, specifying why not), (i) that the Operating Lease and Operating Subleases are in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Operating Lease and Operating Subleases, (iv) the nature of any amendments or modifications of the Operating Lease and Operating Subleases, (v) that, to Operating Tenant's and Operating Subtenants' knowledge, no default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists and is continuing under the Operating Lease or Operating Subleases (as applicable), (vi) to Operating Tenant's and Operating Subtenants' knowledge, no setoffs, recoupments, estoppels, claims or counterclaims exist against Borrower, and (vii) such other matters as may be reasonably required by Borrower or Lender.

6. **Acknowledgements and Agreements by Operating Tenant.** Operating Tenant and Operating Subtenants acknowledge and agree as follows:

(a) In connection with the financing of the Property and as additional security for the indebtedness evidenced by the Note and secured by the Mortgage,

- (i) Operating Tenant will execute and deliver to Borrower (i) an assignment of leases and rents assigning and granting a security interest in the rent and all other sums due under the Operating Lease and (ii) a collateral assignment of liens and security interests assigning Operating Tenant's right in liens, including, without limitation, any statutory or contractual lien, or other security given by Operating Subtenants to secure their obligations to Operating Tenant under the Operating Subleases, including, without limitation, any assignment of leases and rents, security agreement, or assignment of management agreement. Operating Subtenants hereby expressly consent to such assignments. Operating Subtenants acknowledge that Lender will rely upon this Agreement in providing the credit facility to Borrower under the Loan Agreement. The assignments described above are for collateral purposes only and neither Lender nor New Owner shall be deemed to have assumed, or become liable for, the payment or performance of any of the obligations or liabilities of Borrower, Operating Tenant, or Operating Subtenants arising from or in connection with the Operating Lease or Operating Subleases whether arising before or after the occurrence of an Event of Default; and
- (ii) Borrower will execute and deliver to Lender in connection with the financing of the Property (i) an assignment of leases and rents assigning and granting a security interest in the rent and all other sums due under the Operating Lease and (ii) a collateral assignment of liens and security interests assigning Borrower's right in liens, including, without limitation, any statutory or contractual Borrower's lien, or other security given by Operating Tenant to secure its obligations to Borrower under the Operating Lease and/or Operating Subtenants to secure their obligations under the Operating Subleases, in each case, including, without limitation, any assignment of leases and rents, security agreement, or assignment of management agreement. Operating Tenant and Operating Subtenants hereby expressly consent to such assignments. Operating Tenant and Operating Subtenants acknowledge that Lender will rely upon this Agreement in providing the credit facility to Borrower under the Loan Agreement. The assignments described above are for collateral purposes only and neither Lender nor New Owner shall be deemed to have assumed, or become liable for, the payment or performance of any of the obligations or liabilities of Borrower, Operating Tenant, or Operating Subtenants arising from or in connection with the Operating Lease or Operating Subleases whether arising before or after the occurrence of an Event of Default.

(b) Except as otherwise expressly permitted in accordance with the terms and conditions of the Loan Agreement or under any of the other Loan Documents,

- (i) Operating Tenant will not materially amend, alter, terminate, cancel or waive any provision of, or consent to any material amendment, alteration, termination, cancellation or waiver of any provision of the Operating Lease or Operating Subleases without the prior written consent of Lender. No termination, cancellation, material amendment or material alteration of the Operating Lease or Operating Subleases, and no consent or waiver by Borrower given with respect to the Operating Lease or Operating Subleases on or after the date hereof, whether pursuant to the terms of the Operating Lease and/or Operating Subleases or otherwise, will be effective without the written consent of Lender. Operating Tenant shall not prepay any rents or other sums due under the Operating Lease for more than one (1) month in advance of the due date therefor, except as otherwise expressly permitted in accordance with the terms and conditions of the Loan Agreement or under any of the other Loan Documents. Operating Tenant shall not collect any rents or other sums due from Operating Subtenants or, if applicable, residents of the Property for more than one (1) month in advance of the due date therefor. For purposes of this Section, a material amendment or alteration to the Operating Lease or Operating Subleases shall include any change in Minimum Rent (as defined under the Operating Lease and Operating Subleases, as applicable) payable to Borrower (in the case of the Operating Lease and to Operating Tenant in the case of the Operating Subleases) which would have a Material Adverse Change, any change in the term of the Operating Lease or Operating Subleases or any other change that may have a Material Adverse Change.
- (ii) Operating Subtenants will not materially amend, alter, terminate, cancel or waive any provision of, or consent to any material amendment, alteration, termination, cancellation or waiver of any provision of the Operating Subleases without the prior written consent of Lender. No termination, cancellation, material amendment or material alteration of the Operating Subleases, and no consent or waiver by Borrower given with respect to the Operating Subleases on or after the date hereof, whether pursuant to the terms of the Operating Subleases or otherwise, will be effective without the written consent of Lender. Operating Subtenants shall not prepay any rents or other sums due under the Operating Lease for more than one (1) month in advance of the due date therefor, except as otherwise expressly permitted in accordance with the terms and conditions of the Loan Agreement or under any of the other Loan Documents. Operating Subtenants shall not collect any rents or other sums due from residents of the Property for more than

one (1) month in advance of the due date therefor. For purposes of this Section, shall include any change in Minimum Rent (as defined under the Operating Subleases, as applicable) payable to Operating Tenant which would have a Material Adverse Change, any change in the term of the Operating Lease or Operating Subleases or any other change that may have a Material Adverse Change.

(c) Lender, in making any disbursements pursuant to the Loan Agreement, is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Borrower or the recipient thereof for purposes other than improvement of the Property.

(d) From and after the date of this Agreement, in the event of any act or omission by Borrower which would give Operating Tenant or Operating Subtenants the right, either immediately or after the giving of notice, lapse of time or both, to terminate the Operating Lease or Operating Subleases (as applicable) or to claim a partial or total eviction from the Property, Operating Tenant and Operating Subtenants will not exercise any such right (i) until such party has given written notice of such act or omission to Lender, which notice will be sent simultaneously with the notice sent to Borrower (and Operating Tenant, if applicable); and (ii) until the same period of time as is given to Borrower under the Operating Lease (and Tenant under the Operating Sublease, if applicable) to cure such act or omission shall have elapsed following such giving of notice to Lender and following the time when Lender shall have become entitled under the Mortgage to remedy the same, but in any event not less than thirty (30) days after receipt of such notice or such longer period of time as may be reasonably necessary to cure or remedy such default, act, or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act, or omission, during which period of time Lender shall be permitted to cure or remedy such default, act or omission. Notwithstanding the foregoing, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Operating Tenant and Operating Subtenants shall not, as to Lender, anticipate or require cure of any such default that is personal to Borrower or Operating Tenant or otherwise not reasonably susceptible to cure by Lender.

(e) If Borrower becomes the subject of a case under the Bankruptcy Code and Borrower or any trustee of Borrower rejects or seeks authority to reject or terminate the Operating Lease, (i) Operating Tenant shall promptly, after Operating Tenant receives notice of same, notify Lender of same, (ii) Operating Tenant and Operating Subtenants shall elect, and do hereby elect, without further act, unless Lender consents to any other election (in its sole discretion), to remain in possession of the Property for the remainder of the Operating Lease term (subject to the termination of the Operating Lease and Operating Subleases by Lender or New Owner as provided for in this Agreement), (iii) any purported election by Operating Tenant or Operating Subtenants to treat the Operating Lease or Operating Subleases or Operating Tenant's or Operating Subtenants' right of possession to be terminated shall be void, unless Lender shall expressly consent to such election in Lender's sole discretion, and (iv) the assignments, liens and security interests from Operating Tenant to Borrower under the Operating Lease shall not be impaired by such rejection or purported termination; provided, however, with respect to subparagraphs (e)(ii) and (e)(iii), Operating Tenant is not obligated to remain in possession of the Property for the remainder of the Operating Lease term and Operating Tenant may treat the Operating Lease

or Operating Tenant's right of possession as void if Borrower is in default of any of its obligations under the Operating Lease (excluding a filing under the Bankruptcy Code) beyond any applicable cure period set forth in the Operating Lease or this Agreement.

(f) Borrower hereby acknowledges and Operating Subtenants and Operating Tenant hereby agree:

- (i) Operating Subtenant Heber shall deposit all funds received by it from sources other than a Governmental Account Debtor into Operating Subtenant Heber Account;
- (ii) Operating Subtenant Heber shall deposit all funds received by it from a Governmental Account Debtor into the Governmental Account Heber and Operating Subtenant Heber shall, to the extent not prohibited by Requirements of Law, cause the funds in the Governmental Account Heber to be swept into the Operating Subtenant Heber Account on a daily basis. Operating Subtenant Heber retains the sole right to direct all funds in its Governmental Account Heber, and Operating Subtenant Heber hereby directs Lender to transfer, on a daily basis, all monies in the Governmental Account Heber to the Operating Subtenant Heber Account;
- (iii) Operating Subtenant Holladay shall deposit all funds received by it from sources other than a Governmental Account Debtor into Operating Subtenant Holladay Account;
- (iv) Operating Subtenant Holladay shall deposit all funds received by it from a Governmental Account Debtor into the Governmental Account Holladay and Operating Subtenant Holladay shall, to the extent not prohibited by Requirements of Law, cause the funds in the Governmental Account Holladay to be swept into the Operating Subtenant Holladay Account on a daily basis. Operating Subtenant Holladay retains the sole right to direct all funds in its Governmental Account Holladay, and Operating Subtenant Holladay hereby directs Lender to transfer, on a daily basis, all monies in the Governmental Account Holladay to the Operating Subtenant Holladay Account;
- (v) Operating Subtenant Mapleton shall deposit all funds received by it from sources other than a Governmental Account Debtor into Operating Subtenant Mapleton Account;
- (vi) Operating Subtenant Mapleton shall deposit all funds received by it from a Governmental Account Debtor into the Governmental Account Mapleton and Operating Subtenant Mapleton shall, to the extent not prohibited by Requirements of Law, cause the funds in the Governmental Account Mapleton to be swept into the Operating

Subtenant Mapleton Account on a daily basis. Operating Subtenant Mapleton retains the sole right to direct all funds in its Governmental Account Mapleton, and Operating Subtenant Mapleton hereby directs Lender to transfer, on a daily basis, all monies in the Governmental Account Mapleton to the Operating Subtenant Mapleton Account;

- (vii) Each Operating Subtenant shall make all payments of rent and other sums coming due under its applicable Operating Sublease after the date hereof, without offset, credit, or deduction, directly into the Operating Tenant Account; and
- (viii) Operating Tenant shall make all payments of rent and other sums coming due under the Operating Lease after the date hereof, without offset, credit or deduction, directly into Borrower's operating account held by Lender.

(g) Borrower shall cause Operating Subtenants to and Operating Subtenants shall open and maintain the Governmental Receivables Account and each Operating Subtenant Account with Lender. Borrower shall cause Operating Tenant to and Operating Tenant shall open and maintain the Operating Tenant Account with Lender. Lender waives any right of setoff and subordinates any security interest (except, to the extent not prohibited by applicable Requirements of Law, as to any security interest under UCC Section 4.210) it may now have or hereafter acquire against the Governmental Receivables Account, except with respect to (to the extent not prohibited by the applicable Requirements of Law) (a) the amount of each Unpaid Item, (b) Lender's customary service charges and fees, account maintenance fees, transfer fees and reasonable expenses (including Lender's attorney's fees) incurred by Lender directly related to the Governmental Receivables Account or arising in connection with any Account Documentation, or (c) adjustments or corrections of posting or encoding errors ((a), (b) and (c) above being hereinafter collectively referred to as "**Permitted Debits**"). If there are insufficient funds in Governmental Receivables Account for any Unpaid Items, other Permitted Debits or any other charge related to the Governmental Receivables Account, or if Lender fails to receive final settlement of an item of Governmental Receivables for any reason whatsoever (other than the gross negligence or willful misconduct of Lender), then Lender shall have the right to receive reimbursement therefor directly from Borrower.

(h) Operating Tenant shall send a copy of any notice of any default of Borrower under the Operating Lease to Lender at the same time the same is sent to Borrower. Operating Subtenants shall send a copy of any notice of default of Operating Tenant under the Operating subleases to Lender at the same time the same is sent to Operating Tenant.

(i) Operating Tenant and Operating Subtenants have no right or option of any nature whatsoever, whether pursuant to the Operating Lease, Operating Subleases, or otherwise, to purchase the Property or Ground Lease, or any portion of or any interest in the Property, and to the extent that Operating Tenant or any Operating Subtenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Lender.

(j) Lender and any New Owner shall have no liability to Operating Tenant, Operating Subtenants, or any other party for any conflict between the provisions of the Operating Lease, Operating Subleases, and the provisions of any other lease, license, residence agreement, or other similar agreement affecting the Property. In the event of such a conflict, (i) Operating Tenant shall have no right to cancel the Operating Lease or take any other remedial action against Lender or New Owner, or against any other party for which Lender or any New Owner would be liable, and (ii) Operating Subtenants shall have no right to cancel the Operating Subleases or take any other remedial action against Lender or New Owner, or against any other party for which Lender or any New Owner would be liable.

(k) Lender and any New Owner shall have no obligation nor incur any liability with respect to the erection or completion of any improvements on the Property or for completion of any improvements for Operating Tenant's or Operating Subtenants' use and occupancy, either at the commencement of the term of the Operating Lease, Operating Subleases or upon any renewal or extension of the Operating Lease or Operating Subleases.

(l) Lender and any New Owner shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Operating Lease, Operating Subleases, or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, title, habitability, fitness for purpose or possession.

(m) This Agreement satisfies any condition or requirement in the Operating Lease and Operating Subleases relating to the granting of a non-disturbance agreement, and Operating Tenant and each Operating Subtenant waive any requirement to the contrary in the Operating Lease and Operating Subleases.

(n) Operating Tenant covenants and agrees that the only bank account it will maintain is the Operating Tenant Account. Operating Subtenant Heber covenants and agrees that the only bank accounts it will maintain are the Operating Subtenant Heber Account and the Governmental Account Heber. Operating Subtenant Holladay covenants and agrees that the only bank accounts it will maintain are the Operating Subtenant Holladay Account and the Governmental Account Holladay. Operating Subtenant Mapleton covenants and agrees that the only bank accounts it will maintain are the Operating Subtenant Mapleton Account and the Governmental Account Mapleton.

(o) Nothing in this Agreement is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Borrower under the Operating Lease or Operating Subleases in the event of any default by Operating Tenant or any Operating Subtenant in the payment of rent and/or any other sums due under the Operating Lease or any Operating Sublease or in the performance of any of the other terms, covenants or conditions of the Operating Lease and Operating Subleases on Operating Tenant's and Operating Subtenants' part to be performed; provided however, that, except to the extent permitted under the Loan Agreement or any of the other Loan Documents, Borrower shall not terminate (i) the Operating Lease or Operating Tenant's right to possession of the Property without Lender's prior written consent thereto, or (ii) any Operating Sublease or any Operating Subtenant's right to possession of the Property without Lender's prior written consent thereto.

(p) Operating Tenant and Operating Subtenants have not caused and shall not cause any Event of Default under the terms and provisions of the Loan Agreement or Environmental Indemnity governing the generation, treatment, storage or disposal of Hazardous Materials at the Property. Operating Tenant shall be solely responsible for and shall reimburse and indemnify Borrower, New Owner, and Lender, as applicable, for any loss, liability, claim or expense, including without limitation, cleanup and all other expenses, including, without limitation, legal fees that Borrower, New Owner, or Lender, as applicable, may incur by reason of Operating Tenant's violation of the requirements of this Paragraph 6(p). Operating Subtenants shall be solely responsible for and shall reimburse and indemnify Borrower, New Owner, and Lender, as applicable, for any loss, liability, claim or expense, including without limitation, cleanup and all other expenses, including, without limitation, legal fees that Borrower, New Owner, or Lender, as applicable, may incur by reason of any Operating Subtenant's violation of the requirements of this Paragraph 6(p).

(q) Borrower has not agreed to any abatement of rent or other sums or period of "free rent" for the Property unless the same is specifically provided in the Operating Lease (including, without limitation, any such rent abatement mechanisms under casualty or condemnation provisions in the Operating Lease).

(r) Operating Tenant and Operating Subtenants agree that Lender and the other Indemnified Parties are hereby added as indemnified and benefited parties with respect to each agreement of indemnity made by Operating Tenant in the Operating Lease and Operating Subtenants in the Operating Subleases, except, however, any such indemnification obligations shall not extend or apply to any damages, claims, expenses or similar losses that are subject to any such indemnification obligation and arise from or are caused by (i) the gross negligence or willful misconduct of Lender or the other Indemnified Parties, or (ii) the acts or omissions of Lender (or its agent, nominee or court-appointed receiver) after the Transfer Date.

(s) Operating Tenant and Operating Subtenants agree that Lender and its representatives shall have the same rights to inspect the Property and Operating Tenant's and Operating Subtenants' books and records pertaining thereto as Borrower has under the Operating Lease, upon the same prior notice requirements to Operating Tenant (if any) and Operating Subtenants (if any) and during normal business hours. Notwithstanding the foregoing, Lender's rights under this Paragraph 6(s) are subject to the limitations on Lender's inspection rights under the terms of the Loan Agreement.

(t) Operating Tenant and Operating Subtenants will continuously maintain its existence, good standing and authority to transact business in the State where the Property is located together with its franchises and trade names.

(u) Operating Tenant will not change Operating Tenant's name, identity (including its trade name or names) or corporate, partnership or other structure without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change. At the request of Lender, Operating Tenant shall execute a certificate in form reasonably satisfactory to Lender listing the trade names under which Operating Tenant intends to operate the Property, and representing and warranting that Operating Tenant does business under no other trade name with respect to the Property. No Operating Subtenant will change its name, identity

(including its trade name or names) or corporate, partnership or other structure without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change. At the request of Lender, Operating Subtenants shall execute a certificate in form reasonably satisfactory to Lender listing the trade names under which Operating Subtenants intend to operate the Property, and representing and warranting that Operating Subtenants do business under no other trade name with respect to the Property.

(v) During the term of the Loan, neither Operating Tenant nor any Operating Subtenant shall (i) acquire any real or personal property other than the leasehold interest in the Property and personal property related to the operation and maintenance of the Property; (ii) operate any business other than the management and operation of the Property; (iii) maintain its assets in a way difficult to segregate and identify; or (iv) create, assume, incur or become liable for debt, obligations, or performance of obligations for the benefit of any other entity, except as is required under the terms of any of the Loan Documents and except for liabilities incurred in the normal operation of the Property or unsecured loans by Operating Tenant's equity owners to Operating Tenant (other than liabilities secured by the Property or any other property of Operating Tenant or Operating Tenant's equity owners) and except for any debt comparable to the Permitted Indebtedness described in the Loan Agreement (it being understood, however, that, with respect to any such debt of Operating Tenant or any Operating Subtenant that is comparable to the Permitted Indebtedness described in the Loan Agreement, such debt shall erode the limits and thresholds on such Permitted Indebtedness under the definition of "Permitted Indebtedness" in Section 1.1 of the Loan Agreement (e.g., if Operating Tenant incurs \$100,000 in purchase money financing permitted under the definition of "Permitted Indebtedness" in Section 1.1 of the Loan Agreement, such \$100,000 shall be applied against the \$500,000 limit on such purchase money financing under the definition of "Permitted Indebtedness" in Section 1.1 of the Loan Agreement)).

(w) Neither Operating Tenant, Operating Subtenants, nor any Person holding any legal or beneficial interest whatsoever in Operating Tenant or Operating Subtenants shall hereafter be included in, owned by, or controlled by, or act for or on behalf of, or provide assistance, support, sponsorship, or services of any kind to or otherwise associated with, any of the Persons referred to or described in Executive Order 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, as amended).

(x) Operating Tenant and each Operating Subtenant represents and warrants to Lender all representations and warranties set forth in Sections 3.26, 3.28, 3.30, 3.32, 3.33, 3.34, 3.35 of the Loan Agreement as if the same were fully set forth herein.

(y) Operating Tenant and each Operating Subtenant covenants and agrees that it will perform the covenants and agreements set forth in Sections 4.11, 4.26, 4.32, 4.33, 4.34, 4.35, 4.38, 4.39, 4.40, 4.41, 4.43, and 4.45 of the Loan Agreement as applied to Operating Tenant and each Operating Subtenant instead of Borrower, Operating Tenant's and each Operating Subtenant's interest in the Property instead of Borrower's interest in the Property, and Operating Tenant's and each Operating Subtenant's interest in the Operating Lease and Operating Sublease instead of Borrower's.

7. **Acknowledgment and Agreement by Borrower.** Borrower, as landlord under the Operating Lease and grantor under the Mortgage, acknowledges and agrees for itself and

its heirs, representatives, successors and assigns: (i) that this Agreement does not constitute a waiver by Lender of any of its rights under the Loan Agreement, Mortgage, Note or any other Loan Documents, or in any way release Borrower from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Loan Documents; and (ii) that the provisions of the Loan Documents remain in full force and effect and must be complied with by Borrower. Borrower represents and warrants to Lender that a true and complete copy of the Operating Lease as of the date hereof has been delivered by Borrower to Lender.

8. **Operating Lease and Operating Sublease Status.**

(a) Borrower and Operating Tenant certify to Lender that, as of the date hereof, (a) neither Borrower nor Operating Tenant has knowledge of any default on the part of the other under the Operating Lease nor any existing claims, defenses or offsets under the Operating Lease against the other and no state of facts exists that would, with the passage of time or the giving of notice (or both) constitute a default, (b) the Operating Lease is bona fide and contains all of the agreements of the parties to the Operating Lease with respect to the letting of the Property, (c) the Operating Lease has not been modified or amended, except as otherwise disclosed to Lender in writing prior to the date hereof, (d) all of the agreements and provisions contained in the Operating Lease are in full force and effect, and (e) Operating Tenant has not subleased any portion of the Property or assigned any of its rights under the Operating Lease (it being acknowledged by Lender that Operating Tenant has entered into the Management Agreement).

(b) Borrower, Operating Tenant and each Operating Subtenant certify to Lender that, as of the date hereof, (a) neither Borrower nor Operating Tenant nor any Operating Subtenant has knowledge of any default on the part of the other under the Operating Subleases nor any existing claims, defenses or offsets under the Operating Subleases against the other and no state of facts exists that would, with the passage of time or the giving of notice (or both) constitute a default, (b) Each Operating Sublease is bona fide and contains all of the agreements of the parties to each Operating Sublease with respect to the letting of the Property, (c) the Operating Leases have not been modified or amended, except as otherwise disclosed to Lender in writing prior to the date hereof, (d) all of the agreements and provisions contained in the Operating Subleases are in full force and effect, and (e) No Operating Subtenant has subleased any portion of the Property or assigned any of its rights under its Operating Sublease.

9. **Notices.** Any notice or communication required or permitted under this Agreement shall be given in writing, sent by (a) personal delivery, or (b) overnight national air carrier with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, addressed as follows:

To Borrower: c/o White Oak Healthcare REIT I, LLC
8000 Towers Crescent Drive, Suite 1425
Vienna, VA 22182
Attention: Jeffrey Erhardt

With a copy to: Avista Senior Living
WOJV – Avista Venture, LLC
1930 N. Arboleda #215
Mesa, AZ 85213
Attention: Kristopher L. Woolley

To Operating Tenant: c/o White Oak Healthcare REIT I, LLC
8000 Towers Crescent Drive, Suite 1425
Vienna, VA 22182
Attention: Jeffrey Erhardt

With a copy to: Avista Senior Living
WOJV – Avista Venture, LLC
1930 N. Arboleda #215
Mesa, AZ 85213
Attention: Kristopher L. Woolley

To Operating Subenant: c/o White Oak Healthcare REIT I, LLC
8000 Towers Crescent Drive, Suite 1425
Vienna, VA 22182
Attention: Jeffrey Erhardt

With a copy to: Avista Senior Living
WOJV – Avista Venture, LLC
1930 N. Arboleda #215
Mesa, AZ 85213
Attention: Kristopher L. Woolley

To Lender: Synovus Financial Corporation
Seniors Housing & Healthcare Lending
800 Shades Creek Parkway, Suite 325
Birmingham, Alabama 35209
Attention: Rich Malloy

With a copy to: Email: shhlnotices@synovus.com

With a copy to: Jackson Walker LLP
 2323 Ross Ave., Suite 600
 Dallas, Texas 75201
 Attention: Michelle Vincent Parker

or to such other address as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery on a Business Day at the address and in the manner provided herein.

10. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Operating Lease, Operating Subleases, or any other agreement, express or implied, between Borrower and Operating Tenant, and/or any Operating Subtenant, and shall survive any termination of the Operating Lease and Operating Subleases by operation of law following any Foreclosure of the lien of the Mortgage.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Loan Agreement, Mortgage, Note or other Loan Documents.

(c) This Agreement shall inure to the benefit of Lender, its successors and assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; provided, however, that if Lender assigns or transfers its interest, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom such interest is assigned or transferred; and provided further that the interest of Borrower, Operating Tenant, and Operating Subtenants under this Agreement may not be assigned or transferred without the prior written consent of Lender, except as otherwise expressly permitted under the terms of the Loan Agreement or any of the other Loan Documents.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by each of the parties to this Agreement or their respective successors in interest.

(e) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not apply to or affect any other provision of this Agreement, but this Agreement shall be construed as if such invalidity, illegibility, or unenforceability did not exist.

(f) Lender hereby notifies Operating Tenant and Operating Subtenants that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies Operating Tenant and Operating Subtenants, which information includes the name and address of Operating Tenant and Operating Subtenants and other information that will allow Lender to identify Operating Tenant and Operating Subtenants in accordance with the Act. Operating Tenant and Operating Subtenants agree, promptly following a request by Lender, to provide such

SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING SUBLEASES) - Page 16

documentation and other information as Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

(g) This Agreement may be executed in any number of counterparts, all of which when taken together, shall constitute one original Agreement.

(h) **BORROWER, OPERATING TENANT, OPERATING SUBTENANTS AND LENDER KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, EXPRESSLY AND UNCONDITIONALLY WAIVE, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH ANY OF THE LOAN DOCUMENTS, ANY AND EVERY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.**

11. This Agreement shall be governed by the laws of the State of Georgia except in situations in which the Security Instrument would be governed by the laws of the state where the Property is located, in which case this Agreement shall be governed by the laws of the State of Utah. The Provisions of Section 23 of the Security Instrument are hereby incorporated into this Agreement as if they were more fully set forth herein.

12. Notice of Final Agreement. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES HERETO.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first above written.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE OF LENDER TO
SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING
SUBLEASES)**

SYNOVUS BANK, an Alabama banking
corporation

By: *R Malloy*
Name: Richard Malloy
Title: Managing Director

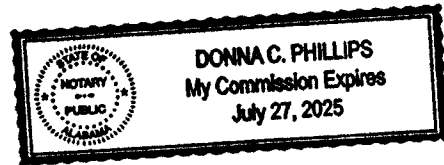
STATE OF Alabama)
COUNTY OF Jefferson)

This instrument was acknowledged before me on June 9th, 2022 by Richard Malloy, Managing Director of Synovus Bank, an Alabama banking corporation, on behalf of said corporation.

Donna C. Phillips
Notary Public, State of Alabama

Donna C. Phillips
(printed name)

My commission expires:
7/27/2025



**SIGNATURE PAGE OF OPERATING TENANT TO
SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING
SUBLEASES)**

IN WITNESS WHEREOF, Operating Tenant has executed and sealed this Subordination Agreement (Operating Lease and Operating Subleases) as of the date first set forth above.

WOJV – AVISTA TENANT VENTURE, LLC,
a Delaware limited liability company

By: Paul Nevala
Name: Paul Nevala
Title: Senior Vice President and Treasurer

Witnesses

John Brussard
Printed Name: John Brussard

Michael Robinson
Printed Name: Michael Robinson

STATE OF VIRGINIA)
ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Paul Nevala, Senior Vice President and Treasurer of **WOJV – AVISTA TENANT VENTURE, LLC**, a Delaware limited liability company, for and on behalf of such limited liability company.

Nathan Grisius
NOTARY PUBLIC
Residing at: Fairfax, VA
My commission expires 10/31/25



**SIGNATURE PAGE OF OPERATING SUBTENANTS TO
SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING
SUBLEASES)**

IN WITNESS WHEREOF, Borrower has executed and sealed this Subordination Agreement
(Operating Lease and Operating Subleases) as of the date first set forth above.

HEBER OPCO, LLC,
a Delaware limited liability company

By: Paul Nevala
Name: Paul Nevala
Title: Senior Vice President and Treasurer

Witnesses

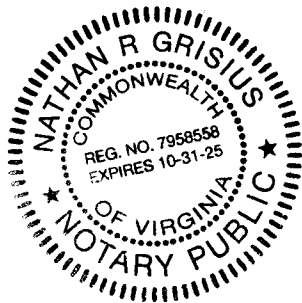
John Brussard
Printed Name: John Brussard

Michael Draper
Printed Name: Michael Draper

STATE OF VIRGINIA)
 ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Paul Nevala, Senior Vice President and Treasurer of **HEBER OPCO, LLC**, a Delaware limited liability company, for and on behalf of such limited liability company.

Nathan R. Grisius
NOTARY PUBLIC
Residing at: Fairfax, VA
My commission expires 10/31/25



**SIGNATURE PAGE OF OPERATING SUBTENANTS TO
SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING
SUBLEASES)**

IN WITNESS WHEREOF, Borrower has executed and sealed this Subordination Agreement
(Operating Lease and Operating Subleases) as of the date first set forth above.

HOLLADAY OPCO, LLC,
a Delaware limited liability company

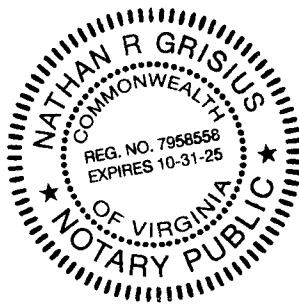
By: Paul Nevala
Name: Paul Nevala
Title: Senior Vice President and Treasurer

Witnesses
John Brussard
Printed Name: John Brussard
Michael Trebon
Printed Name: Michael Trebon

STATE OF VIRGINIA)
ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Paul
Nevala, Senior Vice President and Treasurer of **HOLLADAY OPCO, LLC**, a Delaware limited
liability company, for and on behalf of such limited liability company.

Nathan Grisius
NOTARY PUBLIC
Residing at: Fairfax VA
My commission expires 10/31/25



**SIGNATURE PAGE OF OPERATING SUBTENANTS TO
SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING
SUBLEASES)**

IN WITNESS WHEREOF, Borrower has executed and sealed this Subordination Agreement
(Operating Lease and Operating Subleases) as of the date first set forth above.

MAPLETON OPCO, LLC,
a Delaware limited liability company

By: Paul Nevala
Name: Paul Nevala
Title: Senior Vice President and Treasurer

Witnesses
John Brussard
Printed Name: John Brussard
Michael Trezza
Printed Name: MICHAEL TREZZA

STATE OF VIRGINIA)
 ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Paul Nevala, Senior Vice President and Treasurer of **MAPLETON OPCO, LLC**, a Delaware limited liability company, for and on behalf of such limited liability company.

Nathan R. Grisius
NOTARY PUBLIC
Residing at: Fairfax, VA
My commission expires 10/31/25



**SIGNATURE PAGE OF BORROWER TO
SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING
SUBLEASES)**

IN WITNESS WHEREOF, Borrower has executed and sealed this Subordination Agreement (Operating Lease and Operating Subleases) as of the date first set forth above.

WOJV HEBER, LLC,
a Delaware limited liability company

By: Paul Nevala
Name: Paul Nevala
Title: Senior Vice President and Treasurer

Witnesses
[Signature]
Printed Name: Jean Brussard
[Signature]
Printed Name: MICHAEL DREIBER

STATE OF VIRGINIA)
 ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Paul Nevala, Senior Vice President and Treasurer of **WOJV HEBER, LLC**, a Delaware limited liability company, for and on behalf of such limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Fairfax, VA
My commission expires 10/31/25



**SIGNATURE PAGE OF BORROWER TO
SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING
SUBLEASES)**

IN WITNESS WHEREOF, Borrower has executed and sealed this Subordination Agreement
(Operating Lease and Operating Subleases) as of the date first set forth above.

WOJV HOLLADAY, LLC,
a Delaware limited liability company

By: Paul Nevala
Name: Paul Nevala
Title: Senior Vice President and Treasurer

Witnesses
John Brussard
Printed Name: John Brussard

MICHAEL T. REBER
Printed Name: MICHAEL T. REBER

STATE OF VIRGINIA)
ss.
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Paul Nevala, Senior Vice President and Treasurer of **WOJV HOLLADAY, LLC**, a Delaware limited liability company, for and on behalf of such limited liability company.

Nathan R. Grisius
NOTARY PUBLIC
Residing at: Fayette, VA
My commission expires 10/31/25



**SIGNATURE PAGE OF BORROWER TO
SUBORDINATION AGREEMENT (OPERATING LEASE AND OPERATING
SUBLEASES)**

IN WITNESS WHEREOF, Borrower has executed and sealed this Subordination Agreement (Operating Lease and Operating Subleases) as of the date first set forth above.

WOJV MAPLETON, LLC,
a Delaware limited liability company

By: Paul Nevala
Name: Paul Nevala
Title: Senior Vice President and Treasurer

Witnesses

John Brussard
Printed Name: John Brussard

Michael T. Repp
Printed Name: Michael T. Repp

STATE OF VIRGINIA)
ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Paul Nevala, Senior Vice President and Treasurer of **WOJV MAPLETON, LLC**, a Delaware limited liability company, for and on behalf of such limited liability company.

Nathan R. Grisius
NOTARY PUBLIC
Residing at: Fairfax, VA

My commission expires 10/31/25



EXHIBIT A-1**LEGAL DESCRIPTION OF THE LAND****PARCEL 3:** (Located in Heber City, Wasatch County, State of Utah)

Beginning at a point which is North 56.61 feet and East 23.75 feet from the South quarter corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 00°00'39" West 333.25 feet; thence East 375.16 feet; thence South 00°01'42" East 346.54 feet; thence South 89°43'55" West 357.17 feet; thence along the arc of a 15.00 foot radius curve to the right 23.61 feet (central angle of 90°11'19" and chord of North 45°10'25" West 21.25 feet); thence South 89°37'22" West 3.03 feet to the point of beginning.

Tax Parcel: 00-0021-0103

EXHIBIT A-2**LEGAL DESCRIPTION OF THE LAND****PARCEL 1:** (Located in Holladay City, Salt Lake County, State of Utah)

The leasehold estate created by the Lease executed by Risen Life Properties, LLC, a Utah limited liability company, as Landlord, and Holladay Senior Living Group, LLC, a Utah limited liability company, as Tenant, dated October 28, 2015 as disclosed by a Memorandum of Ground Lease Agreement recorded October 29, 2015 as Entry No. 12160521 in Book 10374 at Page 7728 of Official Records, and an Assignment of Ground Lease and Memorandum of Ground Lease Agreement recorded December 26, 2019 as Entry No. 13156361 in Book 10877 at Page 6634 of Official Records, in and to the following described land:

Beginning at a point on the Southerly right of way line of 3900 South Street, said point being North 00°02'52" East along the monument line of 2700 East Street 1751.95 feet and South 89°54'00" East 42.01 feet from the Southwest corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence along said right of way line the following (2) courses: 1) South 89°54'00" East 228.87 feet, 2) South 88°46'00" East 31.11 feet; thence South 00°13'15" West 341.53 feet to a point on the Northerly line of Susan Jane Subdivision, as recorded with the office of the Salt Lake County Recorder; thence West along said Northerly line 267.96 feet to a point on the Easterly right of way line of said 2700 East Street; thence Northerly along said right of way line the following (2) courses: 1) North 00°02'52" East 333.05 feet, 2) North 43°22'53" East 13.13 feet to the point of beginning.

PARCEL 1A:

Non-exclusive easements for vehicular and pedestrian ingress and egress, and parking of vehicles, appurtenant to Parcel 1 described herein, as more particularly defined in that certain Declaration and Grant of Cross Access Easements & Cross Parking Easements with Agreement Regarding Construction of Certain Improvements recorded September 4, 2015 as Entry No. 12127343 in Book 10359 at Page 4192 of official records of Salt Lake County, Utah.

Tax Parcel: 16-35-307-018

EXHIBIT A-3**LEGAL DESCRIPTION OF THE LAND****PARCEL 2:** (Located in Mapleton City, Utah County, State of Utah)

Lot 1, PLAT "B", PHEASANT VIEW SUBDIVISION, a Vacation and Amendment of Lot 28 Pheasant View Plat A Subdivision, according to the official plat thereof, on file and recorded May 15, 2014 as Entry No. 32739:2014, in the office of the Utah County Recorder, State of Utah.

PARCEL 2A:

Non-exclusive easements for ingress and egress, utilities, and parking, appurtenant to Parcel 2 described herein, as more particularly defined in that certain Declaration of Easements with Covenants and Restrictions Affecting Land recorded November 20, 2014 as Entry No. 84005:2014 of Official Records, as amended by that certain First Amendment to Declaration of Easements with Covenants and Restrictions Affecting Land recorded December 26, 2019 as Entry No. 137448:2019 of Official Records.

PARCEL 2B:

The Ingress/Egress Easement, Cross Parking Easement, and Underground Retention Drainage System Easement set forth on the dedication plat for PLAT "B", PHEASANT VIEW SUBDIVISION, a Vacation and Amendment of Lot 28 Pheasant View Plat A Subdivision, on file and recorded May 15, 2014 as Entry No. 32739:2014, in the office of the Utah County Recorder, State of Utah, subject to and governed by the terms and provisions of that certain Declaration of Easements with Covenants and Restrictions Affecting Land recorded November 20, 2014 as Entry No. 84005:2014 of Official Records, as amended by that certain First Amendment to Declaration of Easements with Covenants and Restrictions Affecting Land recorded December 26, 2019 as Entry No. 137448:2019 of Official Records.

Tax Parcel: 49-768-0001